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Mut. Benefit Life Ins. Co.
Newark, N. J.

HAYDEN'S ANNUAL Cyclopedia of Insurance

IN THE
UNITED STATES

1908-1909

ESTABLISHED IN 1831 BY H. R. HAYDEN

HARTFORD, CONN.
THE INSURANCE JOURNAL COMPANY
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1909

Annual Cyclopedia of Insurance.

A

AACHEN AND MUNICH FIRE INSURANCE COMPANY of Aix-la-Chapelle, Germany. Joseph A. Kelsey, manager for the United States, with headquarters at New York; S. H. Quackenbush, supt. of agencies; Conroy & Grim, San Francisco, managers Pacific Coast department; Dan B. Harris, manager Southern department, Atlanta, Ga.

ABANDONMENT. In marine insurance the relinquishment of an insured ship or cargo to the underwriters when the same is damaged and the claim is for a total loss. There is no abandonment in fire underwriting.

ACCIDENT INSURANCE. The ordinary accident insurance policy grants a fixed compensation to the insured for a limited time in case of disabling accident, and also a definite amount to be paid to a designated person if death results from accident. Such policies are in general strictly limited by their terms to accidents which totally disable or kill the insured. Some companies issue modified forms providing for injury and death, with an additional clause as to partial disabilities of a permanent nature, such as loss of a limb, an eye, a hand, or foot. In order to recover, the injury must arise from "external, violent, and accidental means," and must be incurred while the insured is not unnecessarily exposing himself to "obvious danger," and while he is not engaged in an occupation more hazardous than that in which he has elected to be classified and insured; or if more hazardously occupied at the time of the injury, then recovery can be had only to the extent to which the premium paid would have purchased insurance in the more hazardous class. Within these limits there has been found a great deal of ground for differences of opinion, and many of the points which have been settled have only been disposed of after harassing litigation. [See Legal Decisions Affecting Insurance. Accident Insurance.]

The following is a statement of the personal accident business of the principal companies in 1908:

Companies.	Premiums Received.	Claims Paid.
Etna Life,	\$1,515,270	\$629,049
American Assurance,	88,292	33,221
American Fidelity,	71,238	31,682
Continental,	1,778,669	807,425
Empire State Surety,	67,763	29,639
Employers' Liability,	228,961	110,673

Companies.	Premiums Received.	Claims Paid.
Fidelity and Casualty,	1,705,177	866,119
Frankfort Marine, Accident and Plate Glass,	64,412	37,189
German Commercial Accident,	26,281	2,041
Great Eastern Casualty,	293,774	102,486
London Guarantee and Accident,	55,100	36,553
Maryland Casualty,	873,758	416,009
Metropolitan Casualty,	89,551	30,479
New Amsterdam Casualty,	114,813	58,178
Norwich and London, . . . . .	.....	.....
Ocean Accident and Guarantee,	249,937	94,940
Pacific Mutual,	688,232	280,120
Pacific Mutual Indemnity,	9,860	1,716
Pennsylvania Casualty,	123,204	45,053
Pittsburgh Casualty,	5,470	205
Phoenix Preferred,	109,610	39,937
Philadelphia Casualty,	118,420	41,982
Preferred,	1,136,000	467,577
Standard Accident,	934,365	411,943
Travelers,	3,135,325	1,267,703
Travelers Indemnity,	7,733	131
United States Casualty,	551,969	220,508
United Surety,	18,901	3,966
Total,	\$14,002,085	\$5,996,210

The American Casualty reported premiums received, \$98,412, claims paid, \$51,599; North American Accident, premiums received, \$780,676, losses paid, \$251,519; Woodmens Casualty, premiums received, \$164,467, losses paid, \$55,569; Casualty Company of America, premiums received, \$325,344, claims paid, \$139,673; Commonwealth Casualty, premiums received, \$143,631, losses paid, \$50,730; Federal Casualty, premiums received, \$285,426, claims paid, \$121,934; General Accident, premiums received, \$865,777, claims paid, \$347,119; National Casualty, premiums received, \$574,196, claims paid, \$211,826; United States Health and Accident, premiums received, \$938,557, claims paid, \$428,516; Massachusetts Accident, premiums received, \$49,897, claims paid, \$16,819; Ridgely Protective, premiums received, \$226,821, claims paid, \$135,482; Union Health & Accident, premiums received, \$70,157, claims paid, \$20,182. These figures include both accident and health business, and are therefore not included in the above table.

ACCIDENT UNDERWRITERS, INTERNATIONAL ASSOCIATION OF. [See International Association.]

ACTUARIAL SOCIETY OF AMERICA was organized April 25, 1889. [For an account of the origin, charter, and early proceedings of this organization see the *Cyclopedia of Insurance* for 1890-1.] The first President was Sheppard Homans, the second David Parks Fackler, elected in 1891; the third Howell W. St. John, elected in 1893; the fourth Emory McClintock, elected in 1895, the fifth Bloomfield J. Miller, elected in 1897, the sixth Thomas B. Macauley, elected in 1899, the seventh Oscar B. Ireland, elected in 1901, eighth Israel C. Pierson, elected in 1903 and 1904; the ninth Rufus W. Weeks, elected in 1905; the tenth Daniel H. Wells, elected

1906 and 1907, John K. Gore, elected in 1908-1909. [See the *Cyclopedia of Insurance* from 1890-1 to 1906-7, inclusive.]

The regular autumn meeting of the Society was held in Newark, N. J., October 15 and 16, 1908. Forty-eight Fellows and nineteen Associates were present. President Gore presided and addresses of welcome were made by Frederick Frelinghuysen, president and Amzi Dodd, ex-president, of the Mutual Benefit Life Insurance Company. President Gore in his annual address, discussed briefly insurance as a factor in economics. Papers were read as follows: "The Mortality Experience of the Mutual Benefit Life Insurance Company under Extended Insurance," by E. F. Rhodes; "On a System of Valuation by Movement and Recurrence," by G. Bohlmann; "The Incontestible Clause in Life Insurance Policies," by Wendell M. Strong; "The Nature of the Contribution Principle Involved in Insurance Contracts," by Walter S. Nichols; "Actuarial Notes," by R. Henderson. Papers read at the annual meeting in May were discussed, and an amendment to the constitution, and the action of the Council in relation to various Society matters, were approved. J. M. Langstaff and J. B. McKechine were admitted as Fellows of the Society.

The twenty-first annual meeting of the Society was held in the assembly room of the Metropolitan Life building, May 7 and 8, 1909. President Gore presided, and delivered an address on "The Lengthening of Human Life." "There seems to be no reason for doubt," he said, that during the last 50 years there has been a marked increase in the mean duration of human life both in America and Europe. A larger and larger percentage of persons live up to and through the reproductive and productive periods of life. Nor, apparently, had the end yet been reached, and yet hopeful as were the signs in regard to the general improvement in health and vitality, it could not help matters to expect and predict radical changes in conditions immediately or in the very near future."

"During the last half of the nineteenth century," said the president, "the mean duration of life in the United States was increased perhaps 10 or 12 years. Seven or eight of these added years were due to the lower death rate at ages nought to five. It is probable that to add another 10 years to human life three or four times as much improvement in conditions would be needed as was made during those 50 years. Moreover, to lengthen life still another 10 years, the improving factors must be increased perhaps a dozen times in effectiveness. For we must remember that with all the increase in the total number of years lived by the persons born into the world, there is no proof of any lengthening of the extreme span of life; and the more the mean duration of life is increased the nearer are the survivors brought to the period beyond which they cannot apparently pass."

Officers were elected as follows: President, John K. Gore, Prudential; vice-president, A. A. Welch, Phoenix Mutual; vice-president, Henry Moir, Home Life; secretary, Arthur Hunter, New

York Life; treasurer, D. G. Alsop, Provident Life & Trust; editor, Wendel M. Strong, Mutual Life.

The following papers were presented, and papers read at the October meeting discussed: "The Contribution Plan of Distributing Surplus," by P. C. H. Papps; "An Important Factor in Determining the Interest Rate," by W. M. Strong; "The Redemption of Bonds by a Special Form of Cumulative Sinking Fund," by D. A. Walker. Addresses were also delivered by David Parks Fackler on the history of the Society, by Oscar B. Ireland on the Society at Present, and by Emory McClintock on the future of the Society.

The following was the official membership roll of the society on June 1, 1908:

The Council—Officers: John K. Gore, president; Archibald A. Welch, first vice-president; Henry Moir, second vice-president; Arthur Hunter, secretary; David G. Alsop, treasurer; Wendel M. Strong, editor of the *Transactions*; ex-presidents, David Parks Fackler, Howell W. St. John, Emory McClintock, Thomas B. Macaulay, Oscar B. Ireland, Rufus W. Weeks, Daniel H. Wells; elected: William A. Marshall, May, 1909; William C. Macdonald, May, 1909; J. G. Van Cise, 1909; William A. Hutcheson, May, 1910; Edward J. Sartelle, May, 1910; Frank Sanderson, May, 1910; James M. Craig, May, 1911; P. C. H. Papps, May, 1911; F. H. Johnston, May 1911.

FELLOWS.

Thomas Gans Ackland, F. I. A., F. S. S., London, England.
David Griscom Alsop, Actuary, Provident Life and Trust Company, Philadelphia, Pa.
* Jesse John Barker, Consulting Actuary, Penn Mutual Life Insurance Company, Philadelphia, Pa.
Amedee Begault, Mem. A. A., Belgium; Cor. Mem. I. A., Eng., and I. A., France; Gen. Sec'y Permanent Com. International Congress of Actuaries, Brussels.
Alfred Kimball Blackadar, A. M., F. I. A., Actuary, Canada Insurance Department, Ottawa, Canada.
Samuel Sweet Boyden, Actuary, Union Mutual Life Insurance Company, Portland, Me.
Thomas Bradshaw, F. I. A., Actuary, Imperial Life Assurance Company, Toronto, Canada.
John Jones Brinkerhoff, A.M., Actuary, Association of Life Insurance Presidents, New York.
David Carment, F. I. A., F. F. A., Assistant Actuary, Australian Mutual Provident Society, Sidney, Australia.
Raymond VanArsdale, Carpenter, M. Sc., Metropolitan Life Insurance Company, New York.
James Christolm, F. I. A., F. F. A., Crosfield, Alberta, Canada.
* Hubert Cillis, Vice-President and Secretary, Germania Life Insurance Company, New York.
Henry Cockburn, F. I. A., F. F. A., Life Manager and Actuary, North British and Mercantile Insurance Company, London, England.
Richard Huntington Cole, A. B., Actuary, Connecticut General Life, Hartford, Conn.
* James Douglas Craig, Metropolitan Life Insurance Company, New York.
* James McIntosh Craig, Actuary, Metropolitan Life Insurance Company, New York.
James Camp Crawford, A. M., Associate Actuary, Northwestern Mutual Life Insurance Company, Milwaukee, Wis.
Emma Warren Cushman, Actuary, Massachusetts Insurance Department, Boston, Mass.
Adolph Davidson, B. S., Cor. Mem. I. A. Fr., Actuarial Department, New York Life Insurance Company, European Office, Paris, France.

* Charter members.

- Miles Menander Dawson, F. I. A., New York.
- * Joseph Arend De Boer, A. M., President National Life Insurance Company of Vermont, Montpelier, Vt.
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- Herbert Beeman Dow, Actuary, New England Mutual Life, Boston, Mass.
- * David Parks Fackler, A. M., Cor. Mem. I. A. Eng., I. A. Fr., and Consulting Actuary, New York.
- Edward Bathurst Fackler, A. B., LL. B., New York.
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- William S. Gaylord, A. B., Home Life Insurance Company, New York.
- John Kinsey Gore, A. M., Actuary, Prudential Insurance Company, Newark, N. J.
- James Howard Gore, Ph.D., Professor of Mathematics, George Washington University, Washington.
- William Joseph Graham, Vice-President and Actuary, Northwestern National Life Insurance Company, Minneapolis.
- Milton D. Grant, insurance department, Ottawa, Canada.
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- Clayton Coleman Hall, LL. B., A. M., Consulting Actuary, Baltimore, Md.
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- * John Marshall Holcombe, A. M., President, Phoenix Mutual Life Insurance Company, Hartford, Conn.
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- William Young, F. F. A., New York Life Insurance Company, New York.

* Charter members.

The constitution of the Actuarial Society states that its object is "the promotion of actuarial science by personal intercourse, presentation of appropriate papers, discussion, and such other methods as may be found desirable."

There are two grades in the society, viz.: Fellows and associates, and, practically speaking, no one can become a Fellow without having passed through the grade of associate. Any one twenty-one years of age who has been pursuing actuarial studies with the intention of entering the actuarial profession, and is favorably known to two members of the society, may make application to the council, and, if his application is approved by the council and he can then pass the examination prescribed by the council, he will be admitted as an associate.

Any associate, who has been such for at least ten months and is twenty-five years of age, may apply to the council for fellowship, and if his application is approved and he passes a further examination, he will then become a Fellow. Fellows of the Society may append to their name the initials F. A. S.; and an associate the initials A. A. S.

The council have directed that examination shall take place on the first Wednesday and Thursday after the eighth day of April in each year, and the custom has been to hold them in several places and in such localities as will be convenient to two or more candidates. Examinations thus far have been exclusively in writing.

An application for admission to examination must be submitted to the council, which cannot act thereon until at least twenty days after the secretary has given notice of such candidacy to all the members of the society; and, as the council meets only at long intervals, any person who wishes to apply for admission to the examination should do so some months ahead of the time for the examination, if possible; otherwise it may not be practicable to give the prescribed notice to the members twenty days before some council meeting preceding the examination day, and his nomination may, therefore, have to be held over until after the examination, so that he would have to wait until next year.

The fee for admission to examination is ten dollars. The annual dues of associates are five dollars, and of fellows ten dollars (except for fellows not residing on this continent, who pay five dollars only). If a candidate for enrollment as an associate has passed an equivalent examination by another recognized association of actuaries the council may waive the examination which is prescribed, and in such case no fee is required, although the regular form of application must be furnished.

Applications for admission should be made on the society's blank form, which may be obtained by enclosing a stamped and directed envelope to the secretary of the society, or to the chairman of the examination committee. The secretary is Mr. Arthur Hunter, New York City.

ACTUARY. Originally a public officer in the Roman courts of justice, who drew up contracts, etc., in the presence of the magis-

trates. Actuaries also kept the military accounts of the Romans. [See Walford.] In the United States the profession of actuary is confined principally to the mathematical questions involved in the practice of life insurance, such as the construction of premiums, distribution of surplus, surrender values, etc. The actuary is usually an officer of his company, but is seldom, contrary to the English practice, a manager.

ADAMS, ALEXANDER C., manager at Boston of the Aetna Insurance Company of Hartford, was born in Barnstable, Mass., April 9, 1847. After a country school education he went to Boston to seek his fortune, spent two years in a mercantile house, and then found his true vocation in fire insurance. He was in the service of the Howard of Boston from 1865 to 1872, then assistant secretary of the Globe of Boston until 1877. In that year he received the appointment of New England field representative of the Liverpool and London and Globe. He served in that capacity for fourteen years, and in 1891 transferred his allegiance to the Aetna. He was the first chairman of the executive committee of the New England Insurance Exchange, elected vice-president in 1885, and president in 1891. The latter distinction he was obliged to decline in deference to the wishes of the company which he then represented. On being again elected in 1893 he was at liberty to accept, and occupied the office until the election of his successor in January, 1895. April 7, 1897, Mr. Adams was elected assistant secretary of the Aetna, and moved to Hartford. On April 7, 1907, Mr. Adams resigned as assistant secretary and moved back to Boston, his old home, to take charge of the Boston and Metropolitan department of the Aetna.

ADAMS, GEORGE H., insurance commissioner of New Hampshire, is a native of that state and was born at Campton of American parentage, May 18, 1851. He was educated in the public schools and graduated from Dartmouth College, class of 1873, and was for a year after graduation principal of the Middleboro, Mass., high school. He then took up the study of law and was admitted to the New Hampshire bar in 1876. In that year he was elected a member of the constitutional convention, and was elected to the legislature in 1883. He was prosecuting attorney for Grafton county from 1895 to 1899, and in the latter year was elected to the state senate, and was also appointed deputy collector of internal revenue by President Harrison in 1889. He was appointed inspector for the New Hampshire Board of Fire Underwriters in 1905 and was appointed insurance commissioner in September, 1905. He is president of the Pemigewasset National bank, a position he has held for twenty years, and is also treasurer of the New Hampshire State Normal School. He was president of the State Senate in 1905.

ADAMS, JOHN H., secretary of the American Central Insurance Company of St. Louis, was born on a farm in Davis county, Iowa, July 23, 1848, and educated in the country schools and the

city schools of Bloomfield, Ia. He attended the North Missouri Normal School at Kirksville, Mo., but did not graduate. His early occupations were farming and school teaching. He was special agent of the American Central Insurance Company from March 1, 1883, to May 1, 1890, and assistant secretary from 1890 to 1894, when he was appointed to his present position.

ADIRONDACK FIRE INSURANCE COMPANY, New York. Organized 1906; capital, \$200,000. G. A. Mitchell, president; R. H. McKelvey, secretary.

ADJUSTER. The business of an adjuster as known in American fire insurance is to examine into losses and settle upon the amounts due. He is a regular employee of the company, usually, although there are some independent adjusters who work for any company employing them, temporarily, or on particular losses. In most cases, also, the adjuster acts as appraiser except where an official or technical appraisal is to be had. There have been at various times adjusting bureaus and adjusting companies, as well as adjusters for the insured, but as a rule the policy-holder is satisfied with the company's adjuster.

ADJUSTMENT. In fire insurance practice in the United States this work covers the act of the adjuster in settling a loss as well as its apportionment between different insurers. The latter is sometimes difficult and puzzling in the case of non-concurrent policies, and these difficulties have given rise to a number of rules for such apportionment. Among these are the "Finn," the "Albany," which is similar; the "National Board," "Griswold," and "Kinne."

ÆTNA ACCIDENT AND LIABILITY COMPANY, Hartford, Conn. Began business 1907; capital, \$500,000. President, Morgan G. Bulkeley; vice-president, Walter C. Faxon; secretary, J. Scofield Rowe.

ÆTNA INDEMNITY COMPANY, Hartford, Conn. Organized 1897; capital, \$250,000. Beekman Hunt, president; Charles I. Brooks, secretary. The executive offices of the company are at 68 William St., New York.

ÆTNA INSURANCE COMPANY of Hartford was incorporated in 1819, and began business August 19th. Its capital stock was fixed at \$150,000, 10 per cent. of which was paid in. The Aetna was one of the pioneers in the agency business, and wrote policies in Chicago as early as 1834. Its present capital is \$4,000,000, and its stockholders have at various times paid in in cash \$3,695,000 of that amount. Up to the date of the Chicago fire, in 1871, there had been paid in \$195,000, and the capital was \$3,000,000. After the fire it was reduced one-half, and immediately restored by the payment of \$1,500,000. After the Boston fire, in 1872, it was reduced to \$2,000,000, and restored by the payment of \$1,000,000. In 1881 the pay-

ment of another million increased the capital to \$4,000,000. The Aetna's operations now include every section of the country.

The department managers are: Western branch, Chicago, Ill., Thos. E. Gallagher, general agent, L. O. Kohtz, assistant general agent; northwestern branch, Omaha, Neb., Wm. H. Wyman, general agent; W. P. Harford, assistant general agent; Pacific branch, San Francisco, Cal., E. C. Morrison, general agent.

The company has had six presidents since its organization in 1819. Thomas K. Brace retained the office until 1857, a period of thirty-eight years. Edwin G. Ripley succeeded President Brace, and remained at the head of the company until 1862, when he was succeeded by Thomas A. Alexander. In 1866 Lucius J. Hendee was elected president, and retained the position until his death, September 4, 1888. Jotham Goodnow was elected the successor of President Hendee, being advanced from the secretaryship, which he had held for twenty-two years. He died November 19, 1892, and was succeeded by William B. Clark, who was elected president on the twenty-fifth anniversary of his connection with the company. President Clark's associate officers are William H. King, vice-president; Henry E. Rees, secretary; A. N. Williams, E. J. Sloan, E. S. Allen, and G. E. Beardsley, assistant secretaries. W. F. Whittelsey, Jr., Marine assistant secretary.

The directors are: Austin C. Dunham, Morgan G. Bulkeley, J. Pierpont Morgan, Atwood Collins, William B. Clark, Francis Goodwin, Charles E. Gross, James H. Knight, Charles P. Cooley, Arthur L. Shipman, W. H. King, Lyman B. Brainard, and Charles A. Goodwin. The special agents are: J. B. Hughes, O. H. King, H. L. Hiscock, C. J. Irvin, H. O. Kline, H. B. Smith, Prioleau Ellis, James S. Middleton, F. W. Mathews, P. P. Tucker, Charles H. Pescay, Joseph M. Biggert, N. J. Heyward, Joseph W. Russell, George W. Mills, W. C. Roach, Ralph B. Ives, O. M. Sadler, Jr., and H. B. Nugent. The total assets of the company December 31, 1908, aggregated \$16,500,733.45. Liabilities, exclusive of capital, \$7,293,655.52. The net cash premiums received during the year 1908 reached the sum of \$6,948,255.52, \$429,579.73 being in the inland department. The total cash income for the year was \$7,584,102.07; total cash expenditures, \$7,009,391.94; the fire and marine losses paid amounted to \$3,761,313.74; net amount of risks in force, \$985,185,793.00. Since organization the company has received in premiums \$226,551,780.36; losses paid since organization, \$115,798,170.31; cash dividends declared, \$31,481,365.00; dividends payable in stock, \$2,805,000. [See Cyclopedia for 1892-3, also biographical sketches in present volume.]

AETNA LIFE INSURANCE COMPANY of Hartford. The Connecticut legislature in 1820 authorized the establishment of an annuity fund by the Aetna Insurance Company of Hartford, which was to be exclusively held and pledged for "the payment of annuities" granted by the company and "of losses upon insurance for a life or lives." This was approved May 26, 1820, the amount

authorized being \$150,000, but this class of business was not begun until 1850. An act was approved May 28, 1853, incorporating the shareholders of the annuity fund as a life insurance company, the name of the corporation being "the Aetna Life Insurance Company." Hon. E. A. Bulkeley was the first president of the Aetna Life, and held the office until his death in 1872, when he was succeeded by Thomas O. Enders, who was secretary of the company at that time. In 1879 President Enders resigned and was succeeded by Morgan G. Bulkeley, son of the original president of the company, who has since retained the office. From 1850 until September, 1861, the Aetna Life issued none but stock or non-participating policies. At that time it began issuing participating policies, the two departments being kept entirely distinct. In 1883 the Connecticut legislature authorized the capital stock to be increased to an amount not exceeding \$2,000,000. At that time the capital stock was \$750,000. Under the act of 1883 the following additions were made: In 1883, \$250,000; in 1887, \$250,000; in 1892, \$250,000; in 1895, \$250,000; and in 1903 the capital stock was further added to by the payment by the stockholders of \$250,000 in cash. These additions brought the capital stock up to the authorized amount of \$2,000,000. In the January, 1903, session of the General Assembly, the Aetna Life was authorized and empowered to increase its capital stock from time to time to an amount not exceeding \$5,000,000, such additional stock to be paid for in cash.

The total assets December 31, 1908, amounted to \$92,124,624.70. The premium income during the year was \$15,452,927.83, the total income being \$19,279,640.40. The total disbursements were \$15,254,180.55, this amount including \$5,743,379.48 on account of death losses and matured endowments and annuities. The total number of life policies in force was 160,245, covering \$279,665,227 of insurance.

During the year 1890 the company decided to avail itself of the provisions of Section 2865 of the General Statutes of the state, authorizing any life insurance company chartered by the state and engaged in actual business to issue accident policies, and January 1, 1891, began the issue of policies protecting persons against loss of life or personal injury resulting from accident, and that branch of its business is now in operation. A formal amendment to its charter was granted by the legislature in 1893, which authorized accident and employers' liability insurance. The issue of the latter class of business commenced in 1902. The premium income from accident, liability, and health insurance in 1907 was \$4,820,195.52, and the payments to accident, health and liability policyholders \$2,280,332.47.

The present officers of the company are: Morgan G. Bulkeley, president; J. L. English, vice-president; C. E. Gilbert, secretary; Frank Bushnell, agency secretary; H. W. St. John, actuary; M. H. Peiler, assistant actuary; M. B. Brainard, treasurer; W. H. Newell, assistant secretary; W. E. A. Bulkeley, auditor; Accident and Liability department, W. C. Faxon, vice-president; J. S. Rowe, secretary, liability; J. M. Parker, Jr., secretary, accident; E. C. Bowen, assistant secretary, accident; E. C. Higgins, assistant sec-

retary, liability; Edward K. Root, M.D., medical director; P. H. Ingalls, M.D., W. E. Dickerman, M.D., and E. A. Wells, M.D., associate medical directors; T. B. Merrill, superintendent of agencies, Western division.

AFFELD, CHARLES E., of Witkowsky & Affeld, general agents of the Hamburg-Bremen Insurance Company, Chicago, was born at Stettin, Germany, March 10, 1843. He came to the United States at an early age, his parents going to Chicago in the fall of 1847. He obtained his education in the public schools and a commercial college, and in 1861 enlisted in Company B, First Illinois Artillery, known as Taylor's Battery, serving until July, 1864, and seeing active service in a number of battles of that period. As an early vocation he served as clerk in a drug store and as office boy and clerk in a law office, and in 1868 entered the insurance business as a broker. He was surveyor for the New York Underwriters' Agency from 1871 to 1873 when the present firm was formed. He has been a member of the Chicago Board of Trade since 1873, has held various positions of honor and trust outside the insurance business, and is a member of the Union League and Germania, City and other clubs.

AFFELD, F. O., resident United States manager of the Hamburg-Bremen Fire Insurance Company, is a native of Prussia, but was brought to this country in childhood. The years of his early manhood, before the civil war, were passed in Chicago, where he was for three years a clerk and student in a law office. Upon the outbreak of hostilities he enlisted and went to the front. On his return from service he accepted the position of solicitor and surveyor for the Mutual Security Insurance Company, and later for the Germania Insurance Company of Chicago. Both of these companies were destroyed by the great fire of 1871. In 1872 Mr. Affeld was appointed Chicago manager for the Hamburg-Bremen, and in 1873 he was invited to New York by Mr. Von Dorrien to assist in establishing and conducting the United States branch. In 1882 he succeeded to the managership, in association with H. C. Buchenberger, and in 1907 became manager.

AFFIDAVIT RISKS. Laws concerning. [See Reinsurance and Surplus Line Laws.]

AGENTS' ASSOCIATION OF THE MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY was organized January 20, 1890, and the following officers were elected: President, George N. Carpenter; vice-president, I. B. Snow; second vice-president, J. C. Thompson; third vice-president, J. P. Stevens; secretary, J. L. Johnson; treasurer, W. F. Winship. The present officers, elected at the annual meeting at Springfield in January, 1909, are: President, Ben J. Apple, Savannah, Ga.; vice-president, F. Willson Rogers, Hartford, Conn.; second vice-president, Chas. B. Richardson, Richmond, Va.; secretary and treasurer, J. Putnam

Stevens, Portland, Me.; executive committee: chairman, E. W. Snyder, Cleveland, O., John Henry Smith, Nashville, Tenn., W. H. Herrick St. Louis, Mo., L. Brackett Bishop, Chicago, Ill., J. F. Habbee, Indianapolis, Ind. Since this election, President Ben J. Apple has deceased, and F. Willson Rogers of Hartford, the first vice-president, is now acting president.

AGENTS' ASSOCIATION OF THE NATIONAL LIFE INSURANCE COMPANY of Montpelier, Vermont, was organized during the celebration of the company's semi-centennial in 1900.

The present officers of the association are: President, James A. Wellman, Manchester, N. H.; vice-president, Fred A. Stolp, San Francisco; secretary, H. Kendall Read, Philadelphia; executive committee: Earle S. Kinsley, Rutland, Vt. (chairman); George P. Dewey, Portland, Me.; W. C. Dobbins, Atlanta, Ga.

AGENT. TERM DEFINED. The insurance laws of many states define who are agents, as follows:

ALABAMA. Code 1205.

Any person who solicits insurance on behalf of an insurance company not incorporated by the laws of this State, or who takes or transmits, other than for himself, an application for insurance, a premium of insurance or a policy of insurance, to or from such company, or in any way gives notice that he will receive or transmit the same, or receives or delivers a policy of insurance of such company, or who inspects any risk, or makes or forwards diagram of any building, or does any other thing in the making of a contract of insurance for or with such company other than for himself, or examines into, adjusts, or aids in examining into or adjusting any loss for such company, whether such acts are done at the instance of such company, or of any broker or other person, shall be held to be the agent of the company for which the act is done, and such company held to be doing business in this State.

ARIZONA. Section 10 Insurance Laws.

260 (Section 10). Any person or firm in this Territory who receives or receipts for any money on account of or for any contract of insurance made by him or them, or for any such insurance company or individual aforesaid, or who receives or receipts for money from other persons, to be transmitted to any such company or individual aforesaid, for a policy of insurance or any renewal thereof, although such policy of insurance is not signed by him or them as agent or agents of said company, or who in any wise, directly or indirectly, makes or causes to be made any contract or contracts of insurance, for or on account of such insurance company aforesaid, shall be deemed to all intents and purposes an agent or agents, of such company, and shall be subject and liable to all the provisions, regulations, and penalties of this act.

COLORADO. Section 21, subdivision 5 of the Act of 1907, creating an insurance department.

A person who is neither a licensed broker nor provided with a certificate from the Insurance Department as an authorized agent or solicitor of an insurance company, and who for compensation solicits insurance in behalf of such company, or transmits for a person other than himself an application for a policy of insurance to or from such a company, or offers or assumes to act in the negotiation of such insurance, shall be an insurance agent or solicitor within the intent and for the purposes of this act.

CONNECTICUT. Section 2923 of the General Statutes.

Section 2923. The term agent or agents used in this title shall include an acknowledged agent or surveyor, and any person or persons who shall in any manner aid in transacting the business of an insurance company.

DELAWARE. Section 15 of the Act of 1901 to Re-enact and Re-vise the Insurance Laws of Delaware.

Section 5. That every person who shall procure or solicit any citizen or resident of this State or take out a policy on his or her life or lives of any other persons in any company or companies not incorporated by the laws of this State shall be deemed a foreign insurance agent within the meaning of this act. Every person who shall procure or solicit any citizen or resident of this State to take out a policy of insurance in any fire insurance company or companies not incorporated by the laws of this State shall be deemed a foreign fire insurance agent within the meaning of this act.

FLORIDA. Section 2224 of the Revised Statutes.

Section 2224. Any person or firm in this State who receives or receipts for any money on account of or for any contract of insurance made by him or them, or for any such insurance company, association, firm, or individual, aforesaid, or who receives or receipts for money from other persons to be transmitted to any such company, association, firm, or individual, aforesaid, for a policy of insurance, or any renewal thereof, although such policy of insurance is not signed by him or them, as agent or representative of such company, association, firm, or individual, or who in any wise, directly or indirectly, makes or causes to be made any contract of insurance for or on account of such insurance company, association, firm, or individual, shall be deemed to all intents and purposes an agent, or representative of such company, association, firm, or individual.

GEORGIA. Section 9 of an Act to Regulate the Business of Insurance in this State and for other Purposes.

Section 9. Any person who solicits in behalf of any insurance company, or agent of the same, incorporated by the laws of this or any other State or foreign government, or who takes or transmits, other than for himself, any application for insurance or any policy of insurance to or from such company, or agent of the same, or who advertises or otherwise gives notice that he will receive or transmit the same, or who shall receive or deliver a policy of insurance of any such company, or who shall examine, inspect any risk at any time, or receive or collect, or transmit any premiums of insurance, or make or forward any diagram of any building or buildings, or do or perform any other act or thing in the making or consummation of any contract of insurance for or with any insurance company other than for himself, or who shall examine into or adjust or aid in adjusting any loss for or on behalf of any such company, whether any such acts shall be done at the instance or request, or by the employment of such insurance company, or of or by any broker or other person, shall be held to be the agent of the company for which the act is done or the risk is taken.

ILLINOIS. Section 22, Act of 1869, relating to Fire, Marine, and Inland Navigation Insurance Companies.

Section 22. * * * The term "agent" or "agents" used in this section shall include an acknowledged agent, surveyor, broker, or any other person or persons who shall in any manner aid in transacting the insurance business of any insurance company not incorporated by the laws of this State.

Section 23. Act of 1869 to Organize and Regulate the Business of Life Insurance.

Section 23. Whoever solicits insurance on behalf of any life company not chartered by, and not established within, this State, or transmits for any person, other than himself, an application for life insurance, or a policy of life insurance, to or from such company, or advertises that he will receive or transmit the same shall be held to be an agent of such company to all intents and pur-

poses, and subject to all the duties, requisitions, liabilities, and penalties set forth in the laws of this State relating to life insurance companies not incorporated by the legislature thereof.

Section 1. Act of 1883, to Govern Foreign Fire, Marine, and Inland Navigation Insurance Companies.

Section 1. * * * The term "agent" or "agents" used in this section shall include any such acknowledged agent, surveyor, broker, or any other person or persons who shall in any manner aid in transacting the business of any insurance company not incorporated by the laws of one of the United States.

INDIANA. Sections 326 and 327, Insurance Laws.

Section 326. Any person who shall directly or indirectly receive or transmit money or other valuable thing to or for the use of such corporations, or who shall in any manner make or cause to be made any contract, or transact any business for or on account of any such foreign corporation, shall be deemed an agent of such corporation and be subject to the provisions of this act relating to agents of foreign corporations.

Section 327. The foregoing section shall not apply to persons acting as agents for foreign corporations for a special or temporary purpose or for purposes not within the ordinary business of such corporations, nor shall it apply to attorneys-at-law as such.

IOWA. Section 1750 of Code of 1897.

Section 1750. The term agent used in the foregoing sections of this chapter shall include any other person who shall in any manner, directly or indirectly, transact insurance business for any insurance company complying with the laws of this State. Any officer, agent, or representative of an insurance company doing business in this State who may solicit, procure applications, issue policies, adjust losses or transact the business generally of such companies shall be held to be the agent of such insurance company, with authority to transact all business within the scope of his employment, anything in the application, policy, contract, by-laws, or articles of incorporation of such company to the contrary notwithstanding.

KENTUCKY. Section 633 of Barbour and Carroll's Statutes.

Section 633. . . . Whoever solicits and receives application for insurance on behalf of any insurance company, or transmits for any person other than himself an application for insurance, or a policy of insurance, to or from such company, or advertises that he will receive or transmit the same, or who shall in any manner, directly or indirectly, aid or assist in transacting the insurance business of any insurance company, shall be held to be an agent of such company, within the meaning of this article, anything in the policy or application to the contrary notwithstanding.

LOUISIANA. Section 23, Article 3, Act 105 of 1898.

Any person who solicits insurance for a consideration on behalf of any company or transmits for a person other than himself an application for or a policy of insurance to or from such company or offers or assumes to act in the negotiation of such insurance, shall be deemed an insurance agent within the intent of this act, should he receive from the company any compensation whatsoever, either for himself or any other person, partnership, or corporation, and shall thereby become liable to all the duties, requisitions, liabilities, and penalties to which the agent of such company is subject.

MAINE. Section 19 of Chapter 49 of the Revised Statutes.

Section 19. An agent authorized by an insurance company, whose name is borne on the policy, is its agent in all matters of insurance; any notice required to be given to said company or any of its officers, by the insured, may be given to such agent; any application for insurance, or valuation or description of the

property, or of the interest of the insured therein, if drawn by said agent, is conclusive upon the company, but not upon the insured, although signed by him, and all acts, proceedings, and doings of such agent with the insured are as binding upon the company as if done and performed by the person specially empowered or designated therefor by the contract.

MASSACHUSETTS. Section 87 of Chapter 522 of the Acts of 1894.

Section 87. Any person not a duly licensed insurance broker, who solicits insurance on behalf of any insurance company, or transmits for a person other than himself an application for a policy of insurance to or from such company, or offers or assumes to act in the negotiation of such insurance, shall be deemed an insurance agent within the intent of this act, and shall thereby become liable to all the duties, requisitions, liabilities, and penalties to which an agent of such company is subject.

MICHIGAN. Section 130, Insurance Laws of Michigan.

The term agent or agents used in this section shall include any acknowledged agent, surveyor, broker, or any other person or persons who shall in any manner aid in transacting the insurance business of any insurance company not incorporated by the laws of this State.

MISSISSIPPI. Section 50, Insurance Laws of 1902.

Section 2327. Every person who solicits on behalf of any insurance company, or who takes or transmits, other than for himself, an application for insurance, or a policy of insurance, to or from such company, or who advertises or otherwise gives notice that he will receive or transmit the same, or who shall receive or deliver a policy of insurance of any such company, or who shall examine or inspect any risk, or receive, collect, or transmit any premium of insurance, or make or forward a diagram of any building, or do or perform any other act or thing, in the making or consummation of any contract of insurance, for or otherwise gives notice that he will receive or transmit the same, or who shall examine into or adjust, or aid in adjusting any loss for or on behalf of any such insurance company, whether any of such acts shall be done at the instance or request or by the employment of the insurance company, or of or by any broker or other person, shall be held to be an agent of the company for which the act is done, or the risk is taken, as to all the duties and liabilities imposed by law, whatever conditions or stipulations may be contained in the policy or contract; such person knowingly procuring by fraudulent representations payment, or the obligation for the payment, of a premium of insurance shall be punished by a fine of not less than one hundred dollars, nor more than five hundred dollars, or be imprisoned for not more than one year.

MISSOURI. Section 5915, Insurance Laws of Missouri.

Section 5915. Agents Defined.—Any person or persons in this State who shall receipt for any money on account of or for any contract of insurance made by him or them for any insurance company or association not at the time authorized to do business in this State, or who shall receive or receipt for any money from other persons, to be transmitted to any such insurance company or association, either in or out of this State, for a policy or policies of insurance issued by such company or association, or for any renewal thereof, although the same may not be required by him of them as agents, or who shall make or cause to be made, directly or indirectly, any contract of insurance for such company or association, shall be deemed to all intents and purposes an agent or agents of such company or association, and shall be subject to all the provisions and regulations, and liable to all the penalties provided and fixed by this chapter.

MONTANA. Section 589 Revised Statutes.

The term "agent" or "agents," used in the foregoing section, shall include an acknowledged agent or surveyor or any other person or persons who shall in any manner, directly or indirectly, transact or aid in transacting the insurance business of any insurance company not incorporated by the laws of this State.

NEBRASKA. Section 8 of Chapter 16 of Compiled Statutes.

Section 8. Any person or firm in this State who shall receive or receipt for any money, on account of or for any contract of insurance made by him or them, or for any such insurance company or individual aforesaid, or who shall receive or receipt for any money from other persons, to be transmitted to any such company or individual aforesaid, for a policy or policies of insurance or any renewal thereof, although such policy or policies of insurance may not be signed by him or them, as agent or agents of such company, or who shall in any wise, directly or indirectly, make or cause to be made any contract or contracts of insurance, for or on account of such company aforesaid, shall be deemed, to all intents and purposes, an agent or agents of said company, and shall be subject and liable to all the provisions of this chapter.

NEW HAMPSHIRE. Section 4 of Chapter 171 of the Statutes.

Section 4. A person who solicits insurance on behalf of a life insurance company, or transmits for a person other than himself an application for a policy of life insurance to or from such company, or offers or assumes to act in the negotiation of such insurance, shall be deemed a life insurance agent, and shall be liable to all the duties, requirements, liabilities, and penalties to which such agents are subject.

NEW MEXICO. Section 26 of Chapter 46 of the General Laws.

This section reads the same as that of Montana, ante.

NEW YORK. Section 49 of the Insurance Law.

Section 49. The term agent in this chapter shall include an acknowledged agent or surveyor or any other person or persons who shall in any manner aid in transacting the insurance business of any insurance corporation not incorporated by the laws of this State, and any broker whose business, in whole or in part, is to negotiate for and place risks, deliver the policies covering the same, and collect premiums therefor.

OHIO. Section 3644, Revised Statutes.

Section 3644. Any person who solicits insurance and procures application therefor shall be held to be the agent of the party, company, or association thereafter issuing a policy upon such application or a renewal thereof, anything in the application or the policy to the contrary notwithstanding.

OKLAHOMA. Sections 3046 and 3048, Laws of Oklahoma.

The agency clause of Section 3046 is a copy of Section 1 of the Act of 1883 of Illinois, and Section 3084 is a copy of Section 23 of the Acts of 1869 of Illinois, both of which see under sub-caption "Illinois," ante.

OREGON. Section 3731, Laws of Oregon.

... Any person who solicits insurance, receives an application or order to write, renew, or procure any policy, collect any premium, or who attempts as middleman to place any fire insurance in this state, shall be deemed an insurance agent.

RHODE ISLAND. Section 10 of Chapter 182.

Section 7. Every person who acts or aids in any manner in negotiating contracts of insurance or reinsurance or placing risks or effecting insurance or reinsurance for any person other than himself, and receiving compensation therefor; and every person who shall so far represent any insurance company, established in any State or country, as to receive or transmit proposals for insurance, or to receive for delivery policies founded on proposals, forwarded from this State, or otherwise to procure insurance to be effected by such company for persons residing in this State, shall be deemed and taken to be acting as agent for and undertaking to make insurance as agent for and in behalf of such company,

and shall be subject to the restrictions and liable to the penalties herein made applicable to agents of such companies.

SOUTH CAROLINA. Section 6 of the Acts of 1883.

Section 6. Any person who solicits insurance in behalf of any insurance company not organized under or incorporated by the laws of this State, or who takes or transmits other than for himself any application for insurance, or any policy of insurance, to or from such company, or who advertises or otherwise gives notice that he will receive or transmit the same, or who shall receive or deliver any policy of insurance to any such company, or who shall examine and inspect any risk, or receive, collect, or transmit any premium of insurance, or make or forward any diagram of any building or buildings, or do or perform any other act or thing in the making or the consummating of any contract of insurance, other than for himself, or who shall examine into or adjust, or aid in adjusting, any loss for or in behalf of any such insurance company, whether such acts shall be done at the instance or request or by the employment of such insurance company, shall be held to be acting as the agent of the company for which this act is done or the risk is taken.

TEXAS. Section I, Chapter 36, Acts of 1879.

Section 1. Be it enacted by the Legislature of the State of Texas: That any person who solicits insurance on behalf of any insurance company, whether incorporated under the laws of this or any other State or foreign government, or who takes or transmits other than for himself any application for insurance, or any policy of insurance, to or from such company, or who advertises, or otherwise gives notice that he will receive or transmit the same, or shall receive or deliver a policy of insurance of any such company, or who shall examine or inspect any risk, or receive or collect or transmit any premium of insurance, or make or forward any diagram of any building or buildings, or do or perform any other act or thing in the making or consummating of any contract of insurance for or with any such insurance company, other than for himself, or who shall examine into or adjust, or aid in adjusting, any loss for or on behalf of any such insurance company, whether any of such acts shall be done at the instance or request or by the employment of such insurance company, or of or by any broker or other person, shall be held to be the agent of the company for which the act is done or the risk is taken, as far as relates to all the liabilities, duties, requirements, and penalties set forth in this act; *provided*, that the provisions of this act shall not apply to citizens of this State who arbitrate in the adjustment of losses between the insurers and the assured, nor to the adjustment of particular or general average losses of vessels or cargoes by marine adjusters who have paid an occupation tax of two hundred dollars for the year in which the adjustment is made; *provided, further*, that the provisions of this act shall not apply to practicing attorneys at law in the State of Texas acting in the regular transaction of their business as such attorneys at law and who are not local agents nor acting as adjusters for any insurance company.

WASHINGTON. Act approved March 15, 1899.

Section 9. Any person through whom any insurance company writing insurance upon any property in this State shall deliver a policy of insurance, shall be deemed the agent of such company as to all transactions relating to such insurance had between such person and the insured named in the policy prior to and at the delivery thereof.

WISCONSIN. Chapter 353, laws of 1905, amending section 1977, laws of 1898.

Section 1977. Every person or member of a firm or corporation who solicits insurance on behalf of any insurance corporation or person desiring insurance of any kind, or transmits an application for a policy of insurance, other than for himself, to or from any such corporation, or who makes any contract for insurance, or collects any premiums for insurance, or in any manner aids or assists in doing either, or in transacting any business of like nature for any insurance corporation, or advertises to do any such thing, shall be held to be an agent of such corporation to all intents and purposes, unless it can be shown that he receives no compensation for such services.

AGENTS, RESIDENT. Laws concerning. [See Resident Agents' Laws.]

AGRICULTURAL INSURANCE COMPANY, Watertown, N. Y. Organized 1853; capital, \$500,000. W. H. Stevens, president; J. Q. Adams, secretary. Organized as a farmers' mutual, then converted into a stock company with charter limiting it to the insurance of farm property; now engaged in general fire insurance. It transacts business in most of the states and territories. It writes tornado insurance. Fifty-sixth annual statement, January 1, 1909:

Capital,	.	.	.	\$500,000.00
Assets (to protect policy-holders),	.	.	.	3,063,437.16
Liabilities,	.	.	.	2,276,658.02
Net surplus to policy-holders,	.	.	.	1,286,779.14
Net surplus to stockholders,	.	.	.	786,779.14

ALABAMA, INSURANCE SUPERVISION IN, 1860-1909. In 1860 the supervision of the business of insurance in Alabama was vested in the State Auditor, but by an act of the Legislature in 1897 it was transferred to the Secretary of State, who became insurance commissioner, ex officio. The term of office is two years and the officials have been:

W. J. Green,	1860-1865	M. C. Burke,	1884-1888
M. A. Chrisholm,	1865-1868	Cyrus D. Hogue,	1888-1892
R. M. Reynolds,	1868-1872	John Purifoy,	1892-1896
R. T. Smith,	1872-1876	Walter S. White,	1896-1897
Willis Brewer,	1876-1880	James K. Jackson,	1897-1899
J. M. Carmichael,	1880-1884	R. P. McDavid,	1899-1903

J. Thomas Heflin, who was elected in March, 1903, resigned in April, 1904, and E. R. McDavid, the deputy commissioner, was appointed to succeed him. Frank N. Julian is the present commissioner, and A. G. Sexton deputy commissioner.

ALABAMA, UNDERWRITERS' ASSOCIATION OF. [See Underwriters' Association of Alabama.]

ALASKA, INSURANCE SUPERVISION IN. By act of Congress, approved June 6, 1900, insurance companies are required to report to the Surveyor-General, who is acting Secretary of the District. The present incumbent of the office is William L. Distin.

ALBANY INSURANCE COMPANY, Albany, N. Y. Organized 1811; capital, \$250,000. J. E. McElroy, president; Charles H. Hahn, secretary.

ALCOCK, CHARLES, general manager of the Royal Insurance Company of Liverpool. He was appointed to succeed J. H. McLaren, who died November 13, 1893. Mr. Alcock was for some years chief clerk of the London Assurance Corporation, in charge of its foreign department. In 1885 he joined the staff of the Royal

as assistant secretary, succeeding afterward to the secretaryship, and on the retirement of Sub-Manager Digby Johnson, in 1893, to take the management of the Lancashire, he was appointed to the vacancy, which he filled until his advancement to the office of general manager.

ALIENATION. A transfer of property to another. The fire insurance policy being a personal contract the alienation of the property covered by it voids the policy. So many controversies as to what constitutes alienation have arisen in insurance practice that the standard policies now describe minutely what will avoid the policy. [See Policy Forms, Fire. Also any digest of insurance law.]

ALLEGHENY FIRE INSURANCE COMPANY, Allegheny, Pa. Organized 1903; capital, \$200,000. This company re-insured in the Delaware Insurance Company of Philadelphia in 1909.

ALLEMANNIA FIRE INSURANCE COMPANY, Pittsburgh, Pa. Organized 1868; capital, \$200,000. William Steinmeyer, president; Chas. P. Kellerman, secretary.

ALLEN, EDWIN STANTON, assistant secretary of the Aetna Insurance Company, is a son of Francis B. Allen, vice-president of the Hartford Steam Boiler Inspection and Insurance Company, and was born in New York city, July 12, 1871. He was educated in the public schools of New York city and Trinity College, Hartford, graduating therefrom in 1894. He entered the service of the Aetna after leaving college, and has been with the company continuously serving it in various capacities as clerk, examiner, special and general agent. He was elected to his present position in May, 1907.

ALLEN, FRANCIS BURKE, vice-president Hartford Steam Boiler Inspection and Insurance company, was born at Baltimore, Md., June 1, 1841. He received a common and high school education, and began his business career as a machinists' apprentice. From 1862 to 1868 he served in the engineer corps of the United States Navy, reaching the grade of lieutenant, but resigned from the service in the latter year. He is a director of the Navy League of the United States, past junior commander-in-chief, G. A. R., and past Rear Admiral, National Association Naval Veterans of the United States, and is active in Grand Army affairs, and a past president of the Army and Navy Club. He is also a director of the Connecticut River Banking Company, and vice-president of the Board of Casualty and Surety Underwriters.

ALLEN, THEODORE LATHROP, secretary of the Berkshire Life Insurance Company of Pittsfield, Mass., was born in New York city, November 12, 1846, and received his education in the public schools and the College of the City of New York. His early business experience was acquired in various mercantile pursuits. He

was registrar of deeds for Berkshire district and has held various local public offices in Pittsfield.

ALISON, STEPHEN HENDERSON, editor and publisher of *The Insurance Vindicator*, and *The Southern Insurance Directory*, New Orleans, was born in Glasgow, Scotland, July 6, 1867. He was educated in the schools of his native city, later taking a special course in chemistry in London, in which city he engaged in journalistic work for a number of years. He went to New Orleans in 1896, engaging in newspaper work in that city, and was manager of the Louisiana and Mississippi insurance information bureau for five years and until it was discontinued in 1906. In December, 1906, he purchased *The Insurance Vindicator* and *The Southern Insurance Directory*, of which he is president, editor, and manager.

ALLIANCE AGAINST ACCIDENT FRAUDS. An Association of casualty insurance companies and representatives of railroads, was organized at a meeting in New York in November, 1905. Its object is stated to be: "To protect and defend its members against fraudulent claims; to prosecute all persons engaged in presenting and promoting such claims; to collect and disseminate information to its members, concerning fake claimants, shyster lawyers, unprincipled physicians, ambulance chasers, false witnesses, and others engaged in such practices, and their methods." Officers were elected as follows: President, Robert B. Armstrong, Casualty Company of America; first vice-president, James R. Pratt, United Railways & Electric Company, Baltimore; second vice-president, R. C. Richards, Chicago & Northwestern Railway Company; secretary and treasurer, Chauncey S. S. Miller, Casualty Company of America. The work of the Alliance is carried on through committees. At the annual meeting in January, 1909, officers were elected as follows: President, Franklin J. Moore, General Accident Assurance Corporation; vice-president, H. S. Juller, American Express Company; secretary and treasurer, Frank L. Arnold; Directors: H. R. Goshorn, chairman, Philadelphia Rapid Transit Company; H. B. Dwyer, New York Central Railroad Company; J. L. Quackenbush, New York City Railway Company; Franklin J. Moore, General Accident Assurance Corporation; Cornelius F. Collins, assistant corporation counsel New York; C. S. S. Miller, Casualty Company of America; J. R. Pratt, United Railways, of Baltimore.

The New York Index Bureau is at 56-58 Pine Street, and Boston Index Bureau, 12 Pearl Street, and Index Bureaus are maintained also in Philadelphia and Chicago.

ALLIANCE INSURANCE COMPANY, Philadelphia, Pa. Organized 1904; capital, \$500,000. Henry W. Farnum, secretary.

ALLISON, YOUNG E., insurance journalist, is of Scotch-Irish lineage and a native of Henderson, Ky., where he was born

December 23, 1853. Leaving school when nine years old, he obtained in a country printing office, the rudiments of his present profession. He was a newspaper reporter at the age of seventeen, and in the course of his journalistic career has been managing editor of the Louisville *Courier-Journal*, editor of the Louisville *Daily Commercial*, and city editor of the Evansville, Ind., *Journal*. He established the *Insurance Herald* in Louisville in 1888, and on its sale to its present owner in 1899 became the founder, with August Straus, of the *Insurance Field* of Louisville, of which he is the present editor, in association with Mr. Champion I. Hitchcock, and part proprietor. Colonel Allison has achieved fame in literature as a humorist, a magazine writer, a novelist, and dramatist. He was, in 1893, the Kentucky commissioner for the World's Columbian Exposition at Chicago. He was editor of the Louisville *Herald*, the leading Republican daily newspaper of the South, from 1902 to 1905, when he disposed of his interest to devote his whole time again to the *Insurance Field*.

ALVERSON, H. C., formerly assistant general agent of the Insurance Company of North America and Philadelphia Underwriters (the Insurance Company of North America and Fire Association of Philadelphia), with headquarters at Erie, Pa., was born in Chataqua county, New York, June 12, 1843. He began the insurance business in 1866 at Beloit, Wis., as a solicitor for farm business. From 1869 to 1871 in Wisconsin, and from 1871 to 1886 in Iowa, he did special agency work, and on January 1, 1886, he entered the service of the Insurance Company of North America as Iowa state agent. He resigned the assistant general agency of the above companies in January, 1903, and was elected secretary and general manager of National Masonic Accident Association of Des Moines, Iowa. He was appointed manager of the North American Accident Insurance Company of Chicago, Ill. (National Masonic Department), with headquarters at Des Moines, February 3, 1905.

AMERICAN AND FOREIGN MARINE INSURANCE COMPANY, New York. Organized 1896; capital, \$200,000. W. L. H. Simpson, president; J. E. Hoffman, secretary and treasurer.

AMERICAN BONDING COMPANY, Baltimore, Md. Organized 1895; capital, \$500,000. George Cator, president; Wm. E. P. Duvall, secretary-treasurer.

AMERICAN CASUALTY COMPANY, Reading, Pa. Organized 1902; capital, \$200,000. E. P. Van Reed, president; Harvey H. Shomo, secretary.

AMERICAN CENTRAL INSURANCE COMPANY, St. Louis, Mo. Organized 1853; capital, \$2,000,000. Edward T. Campbell, president; John H. Adams, secretary.

AMERICAN CENTRAL LIFE INSURANCE COMPANY, Indianapolis, Ind. Organized 1899; capital, \$137,000; assets, December

31, 1908, \$1,856,364.48; surplus, \$317,617.23; insurance in force, \$21,167,000. Officers are: M. A. Woollen, president; W. W. Dark, vice-president; B. C. Day, second vice-president; H. M. Woollen, secretary; E. H. Dark, assistant secretary; G. E. Hume, treasurer; C. B. Carr, actuary; E. A. Meyer, comptroller.

AMERICAN COMPANIES ORGANIZED OR CONTROLLED BY FOREIGN COMPANIES. A number of fire insurance companies of other countries doing business in the United States have organized or acquired the control of companies with American charters. The following is the list April 1, 1908:

Caledonian,	Owning Caledonian American, N. Y.
Commercial Union,	Owning Commercial Union Fire, N. Y.
Liverpool and London and Globe,	Owning Liverpool and London and Globe, N. Y.
London and Lancashire,	Owning Orient, Hartford.
North British and Mercantile,	Owning North British and Mercantile, N. Y., and Commonwealth Fire.
Phoenix of London,	Owning the Pelican, New York.
Royal,	Owning Queen, N. Y.
Scottish Union and National,	Owning Scottish Union, Connecticut.

AMERICAN CREDIT INDEMNITY COMPANY, New York. Organized 1893; capital, \$1,000,000. S. M. Phelan, president; Edwin M. Treat, secretary. The executive headquarters of the company are in St. Louis, Mo. [See Credit Insurance.]

AMERICAN FIDELITY COMPANY, Montpelier, Vt. Organized 1900; capital, \$250,000. James W. Brock, president; Harlan W. Kemp, secretary.

AMERICAN FIRE INSURANCE COMPANY, Philadelphia, Pa. Organized 1810; capital, \$200,000. Surplus line business. Clarence E. Porter, president; Waite Bliven, secretary.

AMERICAN INSTITUTE OF MARINE UNDERWRITERS, THE, was established by American ocean marine insurance companies March 31, 1898. On May 25th the following officers were elected: Charles Platt of Philadelphia, president of the Insurance Company of North America, president; A. A. Raven, president of the Atlantic Mutual Insurance Company of New York, vice-president; L. Allyn Wight of New York, secretary; A. J. Macdonald of New York, treasurer. The functions of the Institute are advisory, rather than legislative. Most of the marine insurance companies are represented in the membership. At the annual meeting held in October, 1908, Herbert Appleton of the United States "Lloyds" was elected president, and William H. McGee secretary and treasurer; address, 77 Beaver Street.

AMERICAN INSURANCE COMPANY of Newark, N. J. Organized 1846; capital, \$750,000. P. L. Hoadley, president; A. E. Larter and Chas. E. Sheldon, vice-presidents; C. Weston Bailey, secretary.

AMERICAN LIFE CONVENTION was organized in 1905 by the officers of life insurance companies of the western and southern states. The first annual meeting was held at Lookout Mountain, Tenn., September 29 and 30, 1906, and officers were elected as follows: President, Charles E. Dark, American Central Life, of Indianapolis; secretary, T. W. Blackburn, Omaha; executive committee, J. B. Reynolds, B. H. Robinson, S. B. Smith, T. R. Palmer, and Elliott Estes.

The third annual meeting was held at Denver, Col., August 19, 20 and 21, 1908. President Robinson called the meeting to order, and thirty-three companies out of a total membership of fifty were represented on roll call. An address of welcome was made by Thomas B. Stearns, president of the Colorado National Life, and after response on behalf of the association, President Robinson delivered the annual address. President Robinson briefly reviewed the history of the organization, its purposes and the work accomplished, and continuing discussed recent legislation at some length. The executive committee made a brief report on the finances and membership of the association, and the report of the secretary was read reviewing the work accomplished by the association. Other papers read and discussed during the meeting were as follows: "Maximum Individual Risk to be Safely and Properly Carried by a Company," Franklin B. Mead, secretary, Michigan State Life, Detroit; "Taxation and Retaliatory Legislation," L. A. Dean, counsel, State Mutual Life, Rome and Elliot Estes, Southeastern Life, Spartanburg, S. C.; "Policy Provisions as Interpreted by the Courts," C. A. Atkinson, vice-president, Federal Life; "How to Get Business for a Young Company," Thos. F. Daly, president, Capitol Life, Denver; "Gain and Loss Exhibit of the Universal Report Blank," C. H. Beckett, actuary, Lafayette Life. Officers were elected as follows: President, Samuel Bosworth Smith, counsel Volunteer Life, Chattanooga, Tenn.; secretary and treasurer, Thomas Wakefield Blackburn, counsel Bankers Reserve Life, Omaha; executive committee: A. M. Gildersleeve, vice-president Colorado National, Denver; B. H. Robison, president Bankers Reserve, Omaha; W. K. Bellis, secretary Reserve Loan Life, Indianapolis; J. B. Reynolds, president Kansas City Life, Kansas City, and Isaac Miller Hamilton, president, Federal Life, Chicago. In addition a vice-president from each state represented in the association was elected. Resolutions on the death of Charles E. Dark, vice-president of the American Central Life of Indianapolis, and a former president of the association, presented by a special committee, were adopted, and a resolution favoring uniform taxation on an equitable basis, and pledging co-operation of the association with other associations to bring such reform about was also adopted.

AMERICAN LIFE INSURANCE COMPANIES, FOREIGN BUSINESS OF. [See Foreign Business.]

AMERICAN MUTUAL FIRE INSURANCE COMPANY, Providence, R. I. Organized 1877. John R. Freeman, president; Theodore P. Bogert, secretary.

AMERICAN MUTUAL LIABILITY INSURANCE COMPANY, Boston, Mass. Organized 1887; William C. Lovering, president; S. A. Williams, secretary.

AMERICAN NATIONAL LIFE INSURANCE COMPANY, Lynchburg, Va. Organized 1905; capital, \$500,000. W. A. Taylor, president; N. M. Jordan, secretary.

AMERICAN SURETY COMPANY, New York. Organized 1884; capital, \$2,500,000. Henry D. Lyman, president; H. B. Zevely, secretary.

AMONSON, LOUIS S., president of the People's National Fire Insurance Company, Philadelphia, is a native of Norway, and was born at Bergen, July 7, 1869. He was educated in the Latin School in Kristiania, Norway, and has been engaged in fire insurance since boyhood. He was secretary of agencies of the American Fire Insurance Company of Philadelphia, and subsequently vice-president of the Insurance Company of the State of Pennsylvania and Union Insurance Company. He took an active part in the organization of the People's National Fire Insurance Company, and was elected president. He is a director of Central Trust and Savings Company, Franklin Trust Company, and of the Philadelphia Chamber of Commerce, and of other financial and business institutions, and is also a member of Art Club, Manufacturer's Club of Brooklyn and various other similar organizations.

ANALYTIC SYSTEM FOR THE MEASUREMENT OF RELATIVE FIRE HAZARD. Dean schedule of rating. [See Universal Mercantile Schedule.]

ANCHOR FIRE INSURANCE COMPANY, Des Moines, Ia. Organized 1899; reorganized as a stock company 1901; capital, \$50,000. J. S. Clark, president; L. E. Ellis, secretary.

ANCIENT AND HONORABLE ORDER OF THE BLUE GOOSE, THE, was organized during the meeting of the Wisconsin Field Men's Club at Green Lake, Wis., in June, 1906. The order conceived in a spirit of fun, developed a serious purpose, and its objects are social and fraternal. The following officers were elected: Most Loyal Grand Gander, Walter E. Atwater, of the Commercial Union; His Highness, Supervisor of the Flock, Dr. W. E. Golden, Atlas; Grand Custodian of the Goslings, W. W. Conklin, Queen; Grand Wielder of the Goose Quill, George Heller, Jr., North America; Grand Keeper of the Golden Goose Egg,

George A. Roberts, Detroit F. & M.; Guards to the Grand Custodian of the Goslings, L. S. Wallace, Pennsylvania Fire; C. H. Silkworth, Springfield; M. M. Hawxhurst, Michigan F. & M.; C. E. Hilbert, Lond. & Lanc.; Robe Bird, New York Underwriters; O. E. Lane, Providence-Washington. At the meeting in November, 1907, a new constitution was adopted and the order changed into a national organization, with the different state branch organizations known as "ponds." Officers elected at the annual meeting in October, 1908, are: Most Loyal Grand Gander, George C. Main, Minneapolis; His Highness, Supervisor of the Flock, Charles H. Pescay, New Orleans; Grand Wielder of the Goose Quill, C. H. Silkworth, Wisconsin, Springfield F. & M.; Grand Keeper of the Golden Goose Egg, C. M. Tobin, Rochester, N. Y., Commercial Union; Grand Custodian of the Goslings, T. H. Williams, Los Angeles; Grand Guardian of the Nest, W. T. Benallack, Detroit, Mich. F. and M.; Grand Guards, H. C. Stockdell, Georgia; C. A. Keith, Illinois; E. S. Phelps, Iowa; C. F. Enderly, New Jersey; F. G. Snyder, Kentucky; J. R. Sullivan, Wisconsin.

ANNUAL STATEMENTS, LIMIT FOR FILING. [See Statements, Annual.]

ANNUITIES. Sums payable annually either for life or a term of years. Annuities are of much larger use in Great Britain than in the United States, as a provision for possible old age. A number of American life insurance companies grant annuities, and the extent of their business is shown by the following comparative statement of payments made during the past five years:

	Amount. 1904.	Amount. 1905.	Amount. 1906.	Amount. 1907.	Amount. 1908.
Ætna,	\$1,277	\$1,914	\$6,230	\$11,242	\$18,436
Connecticut General,	645	645	1,033	2,258	2,670
Connecticut Mutual,	13,438	17,685	17,578	18,101	20,852
Columbian National, . . . . .	.....	.....	.....	.....	515
Equitable,	980,350	1,057,786	1,084,892	1,142,230	1,129,296
Fidelity,	1,028	1,202	1,414	2,370	3,280
Germania,	36,935	36,776	37,384	39,268	40,682
Home,	35,086	35,389	40,442	45,889	46,559
John Hancock, . . . . .	.....	.....	.....	.....	254
Manhattan,	10,315	.....	.....	.....	.....
Metropolitan,	74,773	98,452	107,697	133,010	151,727
Mutual Benefit,	120,694	140,746	162,955	168,435	173,600
Mutual, New York,	2,389,114	2,627,883	2,742,415	2,812,003	2,736,925
National, Vermont,	126,224	168,562	211,227	253,429	277,890
New England, . . . . .	.....	.....	3,500	.....	.....
New York,	1,723,160	1,805,375	1,844,113	1,774,484	1,739,250
Northwestern,	50,897	53,125	62,543	67,946	72,382
Pacific Mutual,	9,071	.....	.....	.....	.....
Penn Mutual,	200,134	220,427	243,640	255,676	266,774
Phoenix Mutual,	9,975	10,654	11,361	11,308	12,632
Provident Life & Trust,	74,590	83,762	82,298	81,351	84,842
Provident Savings,	15,782	17,231	15,377	.....	.....
Prudential,	47,651	50,980	57,717	60,565	68,999
Presbyterian M. F.,	4,820	.....	.....	.....	.....
Reliance, . . . . .	.....	75	100	.....	.....
Security, . . . . .	.....	543	293	293	293
State Mutual, . . . . .	.....	1,199	4,026	6,230	8,483

Travelers,	20,968	23,223	23,711	25,133	28,601
Union Central,	21,229	21,221	22,233	24,390	25,506
Union Mutual,	1,847	2,239	2,298	2,392	2,453
United States,	19,242	18,762	19,802	18,149	18,144
Washington,	45,625	32,968	35,400	34,557	.....
Total,	\$6,034,945	\$6,528,823	\$6,838,179	\$6,994,009	\$6,931,045

ANTI-COMPACT LAWS. Legislation forbidding fire insurance companies or agents to combine in compacts or boards of underwriters, for the purpose of fixing, maintaining, and controlling rates of insurance upon property was introduced in 1899 in the legislatures of Connecticut, Illinois, Minnesota, New Mexico, New York, North Carolina, Oklahoma, Oregon, South Carolina, and Tennessee, and anti-trust laws, which included fire insurance, were introduced in Arkansas and Texas. The South Carolina anti-compact bill was successful, and the anti-trust bills were passed in Arkansas and Texas. A sweeping anti-trust bill was also passed in Missouri, which included fire insurance companies and wiped out the exemption granted to the local boards of St. Louis and Kansas City by the anti-trust law of 1895. In 1900, anti-trust legislation appeared in the legislature of Mississippi in the form of an attempt to amend the existing law, and in those of Kentucky and New Jersey in bills to prohibit fire insurance compacts. The legislation failed in both states. Ohio amended its anti-compact law of 1891 by making it apply to agents' commissions also. Virginia also passed a law applying to agents' commissions, and Louisiana adopted a full anti-compact law. In the United States Congress the lower House adopted an anti-compact clause in a District of Columbia bill, which was not acted upon by the Senate. In 1901 anti-compact legislation failed in Indiana, Minnesota, Oregon, Tennessee, and West Virginia. An attempt to modify the Missouri law so as to permit local agents to combine to make rates was defeated, and a bill in Michigan to apply the existing anti-compact law to domestic companies which had heretofore been exempt failed. In 1902 there was an unsuccessful anti-compact bill in the New York legislature and another in that of Kentucky, and, on the other hand, a reactionary movement set in in the legislatures of Iowa, Ohio, South Carolina, and Virginia and was successful in the latter state, which repealed the Wharton anti-compact law of 1899. In 1903 South Dakota enacted an anti-compact law, and anti-compact bills failed in Illinois, Indiana, Minnesota, New York, North Carolina, Oklahoma, Tennessee, Virginia, and Wisconsin. An effort (1903) in Missouri to modify the anti-compact law of 1899, so as to allow rates to be made by local boards in large cities, was unsuccessful. The legislation in Wisconsin was for the purpose of doing away with the privilege given by the act of 1897 to local associations of underwriters to make rates, and that in Indiana was to allow agents to make rates and prohibit to the Western Union. In 1904 South Carolina practically repealed its anti-compact law, but an effort in Mississippi, backed by the insurance commissioner, to eliminate insurance com-

panies from the existing anti-trust law, so as to permit agents to combine to make rates, was defeated. Anti-compact bills were introduced in New Jersey, Virginia, and New York, but were not passed.

In 1905 Arkansas and Tennessee passed anti-compact laws. Anti-compact bills were introduced in California, Indiana, New Mexico, North Carolina, Oregon, New York, Illinois, Florida, Michigan, and Minnesota, but failed of passage. An effort was made to repeal the Missouri law, but was unsuccessful, as were also efforts to prohibit the use of advisory rate-books. A similar effort in Kansas also failed, and efforts to strengthen the anti-compact laws in Washington and Wisconsin also failed.

In 1906 anti-compact bills were introduced in the legislatures of New York, Mississippi, Massachusetts, Maryland, and Virginia. In the latter state the bill passed the lower house but failed of final enactment.

In 1907 anti-compact bills were introduced in the legislatures of New York, Indiana, North Carolina, South Carolina, Pennsylvania, New Jersey, Massachusetts, Kansas, West Virginia, and Illinois, and in 1908 anti-compact bills were introduced in the legislatures of New York, New Jersey, Maryland, Virginia, Mississippi, Massachusetts, Kentucky, and South Carolina. In 1907 the legislature of New Mexico enacted an anti-compact law; but through the action of the governor did not go into effect. On the other hand Arkansas amended its law, but still prohibiting compacts or agreements to regulate rates in the state. Anti-compact bills were introduced in the legislatures of Kansas, New Jersey, New York, South Carolina, Colorado, North Carolina, California, Minnesota, Iowa, Illinois, and Maine in 1909, and bills were introduced in the legislatures of Missouri and Wisconsin to repeal or amend the anti-compact laws of those two states. The bills in North Carolina and Maine were defeated, and no anti-compact legislation had been enacted when this record closed.

The anti-compact idea appears to have had its birth in the Michigan legislature, in its session of 1883. It was said that certain large furniture manufacturing firms in Grand Rapids were behind the bill to prohibit local boards, instigated by a desire to be revenged on their own local board for advancing rates on a number of special hazards at Grand Rapids. The bill, which was made to apply only to companies of other states and countries, was presented by Mr. Fletcher of that city, passed by the House by a large majority, and was defeated in the Senate near the close of the session. It was reintroduced by the same legislator in the session of 1885, but it failed this time in the House. In the third onset, in the session of 1887, under the auspices of Mr. Cole, it passed both houses by a large majority, and received the executive approval. In endeavoring to enforce the law the insurance commissioner came in collision with the companies, which protested that it was unconstitutional, and, pending a decision of the Supreme Court, established an "inspection and rating bureau" under Mr. David

Beveridge, with headquarters at Detroit. This the state attorney-general declared to be an evasion of the law, and the Supreme Court soon after pronounced the law constitutional.

But two years before this struggle for an anti-compact law had culminated in Michigan another state had caught up the idea and embodied it in law. It was Ohio, which, in 1885, injected an anti-compact provision into that section of the revised statutes which prohibited the removal of insurance suits from state to federal courts. Ohio thus secured the eminence of being the first state to adopt an anti-compact law. The bill was introduced into many legislatures in 1885, but with success in only one instance. Following Ohio, later in the year, New Hampshire passed the famous valued-policy-anti-compact law which drove all the agency companies of other states and countries from the state. Though the bill appeared in a number of legislatures in the three following years, it was passed only in Michigan. It was not until 1889 that anti-compact legislation was again successful. In one form and another four states, Kansas, Missouri, Nebraska, and Texas (in the latter by implication), passed anti-compact or anti-trust laws in which fire insurance was covered. By the Supreme Court of Missouri its law was declared unconstitutional, and the Supreme Court of Texas decided that the anti-trust law of that state was not applicable to insurance companies. Georgia passed a modified law in 1891. An anti-trust law was adopted by Missouri in 1893, and the secretary of state endeavored to enforce it upon insurance companies until checked by an adverse opinion by the attorney-general. In 1895, however, the legislature amended the law so as to make it explicitly applicable to combinations of fire underwriters in cities of less than 100,000 inhabitants. Maine passed an anti-compact law in 1893, and repealed it in 1895. Texas in 1895 amended its anti-trust law so as to include insurance companies among those forbidden to combine. Iowa adopted what is known as the "Blanchard law" in 1896, and substituted a new law for it in 1897. This was declared unconstitutional by Judge McPherson of the United States District Court for the Southern District of Iowa. An appeal was taken by the state to the United States Supreme Court and the decision was reversed. Alabama, Washington, and Wisconsin passed laws in 1897, and Nebraska passed a substitute for its old law, which in 1901 was pronounced unconstitutional by Judge McPherson [see *Cyclopedia* 1904-5]. Virginia enacted an anti-compact law in March, 1898, which it repealed in 1902, and South Carolina enacted a law in February, 1899, which it practically repealed in 1904. An anti-trust law, which included fire insurance, was adopted in Arkansas in March, 1899, and new anti-trust laws, taking the place of existing laws, were adopted in Missouri in April, 1899; and in Texas in May, 1899, and in Arkansas in 1905. The new Missouri law prohibited the St. Louis and Kansas City local boards, which had previously been exempted. In 1900 Louisiana, and in 1903 South Dakota, adopted anti-compact laws. There are, therefore, laws now in force in seventeen states prohibiting, in

one form or another, fire insurance companies or agents from uniting for the purpose of controlling the rates of insurance or penalizing them for doing so. The following is the text of these laws:

ALABAMA. (Act of 1897.)

Whereas, existing laws have proven inadequate to protect the people against combinations, conspiracies, and agreements between insurers, whereby rates of insurance are raised or fixed by such practices, therefore, in order to suppress such combinations, conspiracies, and agreements to the end that competition in business shall alone make such rates:

Section 1. Be it enacted by the general assembly of Alabama, that every contract or policy of insurance made or issued after the passage of this act shall be construed to mean that in the event of loss or damage thereunder, the insured or beneficiary thereunder may, in addition to the actual loss or damage suffered, recover twenty-five per cent. of the amount of such actual loss, any provision or stipulation in said contract or policy to the contrary notwithstanding; provided at the time of the making of such contract or policy of insurance or subsequently before the time of trial the insurer belonged to or was a member of, or in any way connected with, any tariff association or such like thing by whatever name called, or who had any agreement, or had any understanding with any other person, corporation, or association engaged in the business of insurance as agent or otherwise about any particular rate of premium which should be charged or fixed for any kind or class of insurance risk, and provided, further, no stipulation of agreement in said contract or policy of insurance to arbitrate loss or damage, or to give notice or make proof of loss or damage, shall in such case be binding on the assured or beneficiary, but right of action accrues immediately upon loss or damage.

Section 2. Be it further enacted, that if it is shown to the reasonable satisfaction of the jury by a preponderance of the weight of the testimony that such insurer at the time of the making of such agreement or policy of insurance, or subsequently before the time of the trial, belongs to or was a member of, or in any way connected with, any tariff association, or any such like thing, by whatever name called, either in or out of the State, or had made any agreement or had any understanding either in or out of the State with any other person, corporation or association engaged in the business of insurance, as agents or otherwise, about any particular rate or premium which should be charged or fixed for any risk of insurance on any person or property or any kind or class of insurance risk, they must if they find for the assured or beneficiary, in addition to his actual damages, assess and add twenty-five per cent. of the amount of such actual loss, and judgment shall be rendered accordingly.

Section 3. Be it further enacted that this act shall be liberally construed to accomplish its object.

ARKANSAS. (Approved March 7, 1899.)

Section 1. Any corporation organized under the laws of this or any other state or country and transacting or conducting any kind of business in this state, or any partnership or individual, or other association of persons whatsoever, who shall create, enter into, become a member of, or a party to any pool, trust, agreement, combination, confederation, or understanding with any other corporation, partnership, individual, or any other person or association of persons, to regulate or fix the price of any article of manufacture, mechanism, merchandise, commodity, convenience, repair, any product of mining, or any article or thing whatsoever, or the price or premium to be paid for insuring property against loss or damage by fire, lightning, or storm, or to maintain said price when so regulated or fixed, or shall enter into, become a member of or a party to any pool, agreement, contract, combination, association, or confederation to fix or limit the amount or quantity of any article of manufacture, mechanism, merchandise, commodity, convenience, repair, any product of mining, or any article or thing whatsoever, or the price or premium to be paid for insuring property against loss or damage by fire, lightning, storm, cyclone, tornado, or any other kind of policy issued by any corporation, partnership, individual, or association of persons aforesaid, shall be deemed and adjudged guilty of a conspiracy to defraud, and be subject to the penalties as provided by this act.

Sec. 2. Any person, partnership, firm or association, or any representative or agent thereof, or any corporation or company, or any officer, representative or agent thereof, violating any of the provisions of this act shall forfeit not less than \$200 nor more than \$5,000 for every such offense, and each day such person, corporation, partnership, or association shall continue to do so shall be a separate offense, the penalty in such cases to be recovered by an action in the name of the state at the relation of the attorney-general or prosecuting attorney; the moneys thus recovered to go into the county school fund of the county in which the cause accrues, except as hereinafter provided.

Section 4 of this act prescribes the form of an affidavit which must be sworn to by the president, secretary, or treasurer of each incorporated company doing business in the state (including insurance companies). The official must swear that he has not "created, entered into, or become a member of or a party to any pool, trust, agreement, combination, federation, or understanding with any other corporations, partnership, individual, or any other person or association of persons to regulate or fix the price or premium to be paid for insuring property against loss or damage by fire, lightning, storm, cyclone, tornado, or any other kind of policy." Refusal to make oath subjects the company to a denial of a license to do business in the state.

At the instigation of Governor Davis, a substitute for the above was introduced in the legislature in 1903, the purpose of which was to prohibit fire insurance companies doing business in the state from being members of any rate-making compact anywhere. The bill passed the lower house, but, being passed in an amended form in the senate, failed through inability of the two houses to agree.

Practically the same bill was introduced in the legislature of 1905 and became a law. The principal section of the law of 1905 reads as follows:

Any corporation organized under the laws of this or any other state or country, and transacting or conducting any kind of business in this state, or any partnership or individual, or other association or persons whatsoever, who are now, or shall hereafter create, enter into, become a member of, or a party to any pool, trust, agreement, combination, confederation, or understanding, whether the same is made in this state or elsewhere, with any other corporation, partnership, individual, or any other person or association of persons, to regulate or fix either in this state or elsewhere the price of any article of manufacture, mechanism, merchandise, commodity, convenience, repair, any product of mining, or any article or thing whatsoever, or the price or premium to be paid for insuring property against loss or damage by fire, lightning, or tornado, or to maintain said price when so regulated or fixed, or who shall now or shall hereafter enter into, become a member of, or party to any pool, agreement, combination, association, or confederation, whether made in this state or elsewhere, to fix or limit, in this state or elsewhere, the amount or quantity of any article of manufacture, mechanism, merchandise, commodity, convenience, repair, any product of mining, or any article or thing whatsoever, or the price or premium to be paid for insuring property against loss or damage by fire, lightning, storm, cyclone, tornado, or any other kind of policy issued by any corporation, partnership, individual, or association of persons aforesaid, shall be deemed and adjudged guilty of a conspiracy to defraud and be subject to the penalties as provided in this act.

The penalty provided was forfeiture of license and a fine of \$5,000 for each day business is transacted in violation of the law. Suits for violation of the law were joined for the purpose of testing the constitutionality of the law, which was upheld by the state Supreme Court.

Section 1 of the act passed in 1907, amending the above act, reads as follows:

Any foreign or domestic insurance company is hereby permitted to do business in this State without fine or forfeiture upon compliance with the insurance laws of this State, provided that such corporation is not a member or a party to any pool, trust, agreement, combination, confederation or understanding made in this State or elsewhere to regulate, fix or maintain insurance premiums on property in this State.

GEORGIA. (Approved October 21, 1891.)

Section 1. From and after the passage of this act it shall be unlawful for any insurance company or companies authorized to do business in this State, or the agent or agents thereof, to make, maintain, or enter into any contract, agreement, pool, or other arrangement with any other insurance company or companies licensed to do business in this State, or the agent or agents thereof for the purpose thereof, or that may have the tendency or effect of preventing or lessening competition in the business of insurance transacted in this State, and when it shall be made to appear to the commissioner of insurance that any company or companies, agent or agents, have entered into any such contract, agreement, pool, or other arrangement, thereupon said commissioner shall revoke the license issued to such company or companies, and the same shall not be reissued until the president, or chief officer of such company or companies shall file an affidavit with said commissioner, stating that all such contracts, agreements, pools, or other arrangements have been annulled and made void; provided that nothing in this act shall be so construed as to prevent any insurance company, legally authorized to transact business in this State, from separately surveying, inspecting, or examining the premises to be insured, by and with the consent of the owner, for the purpose of bringing about improvements in fire protection so as to lessen the cost of insurance by reducing rates.

Section 2. Any citizen of this State whose rates of insurance have been increased or who has been refused insurance at reasonable rates, shall have the right to file a written complaint under oath, to the best of his knowledge and belief, with the insurance commissioner, charging any company or companies authorized to do business in this State with a violation of the preceding section of this act, and that thereupon it shall be the duty of said insurance commissioner to issue a citation addressed to the company or companies against whom said complaint is made, requiring it or them to be and appear before said insurance commissioner at a specified time and place to be fixed by said insurance commissioner, not less than twenty nor more than forty days from the date of filing said complaint, and show cause why its or their license or licenses should not be revoked as provided by the first section hereof. And it is further provided that such citation shall be served not less than ten days from the date of filing said complaint by the sheriffs or constables of said State in the same manner as provided by law for the service of process upon insurance companies.

Section 3. For the purposes of the provisions of this act, the insurance commissioner shall have power to administer oaths, issue subpoenas for witnesses, hear testimony, issue commissions for taking testimony by interrogatories, and the party or parties complaining, and the company or companies defending, shall have the right to serve notice for the production of books and papers; all to be done under the same rules as now provided by law for civil actions in the supreme courts. The county in which the insurance commissioner shall fix the hearing shall be as to this act the *loci forum* of said hearing or trial. The cost and fees for the sheriff or constable, witnesses, and the commissioners taking interrogatories shall be the same as now provided by law for similar service in the superior courts of this State, the same to be taxed against and paid by the party or parties cast in said suit, and against whom said insurance commissioner shall find; for which costs said insurance commissioner is hereby authorized to issue execution—the same to be levied and collected as executions from the courts of this State.

IOWA. (Code of Iowa, 1897.)

Section 1754. Combinations.—It shall be unlawful for two or more fire insurance companies doing business in this state, or for the officers, agents or employees of such companies, to make or enter into any combination or agreement relating to the rates to be charged for insurance, the amount of commis-

sions to be allowed agents for procuring the same, or the manner of transacting the fire insurance business within this State; and any such company officer, agent, or employee violating this provision shall be guilty of a misdemeanor, and on conviction thereof shall pay a penalty of not less than one hundred dollars nor more than five hundred dollars for each offense, to be recovered in the name of the State, for the use of the permanent school fund.

Section 1755. *Revocation of Authority.*—The auditor of State is authorized to summon before him for examination under oath any officer, agent, or employee of any such company suspected of violating any of the provisions of the preceding section, and on complaint to him in writing by two or more residents of this State charging such company under oath, upon their knowledge or belief, with violating the provisions of the preceding section, he shall summon any officer, agent, or employee of said company before him for examination upon oath; if upon such examination, and that of any other witness produced and examined, he shall determine that such company is guilty of a violation of any of the provisions of the preceding section, or if any such officer, agent, or employee, after being duly summoned, shall fail to appear or submit to examination, the auditor shall forthwith issue an order revoking the authority of such company to transact business within this State, and it shall not thereafter be permitted to do the business of fire insurance in this State at any time within one year therefrom.

Section 1756 and 1757 provide for an appeal by either party from the decision of the auditor to the district court, and that the testimony given by any officer or employee in the investigation before the officer shall not be used against him in any criminal prosecution.

The Iowa law was pronounced unconstitutional in 1903 by Judge McPherson of the United States district court for the district of southern Iowa, and the state authorities appealed to the Supreme Court of the United States, which reversed the circuit court decision late in 1905.

KANSAS. (Adopted in 1889.)

Section 1. That all arrangements, contracts, agreements, trusts, or combinations between persons or corporations, made with a view or which tend to prevent full and free competition in the importation, transportation, or sale of articles imported into this State, or in the product, manufacture, or sale of articles of domestic growth or product, or domestic raw material, or for the loan or use of money, or to fix attorneys' or doctors' fees, and all arrangements, contracts, agreements, trusts or combinations between persons or corporations, designed or which tend to advance, reduce, or control the price of the cost to the producer, or to the consumer, of any such product or articles, or to control the cost or rate of insurance, or which tend to advance or control the rate of interest for the loan or use of money to the borrower, or any other services, are hereby declared to be against public policy, unlawful and void.

The remaining sections prescribe the penalty for violation of the law, and the legal proceedings in connection therewith. Any person entering into the trust or combination forbidden shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine of not less than \$100 nor more than \$1,000, and to imprisonment not less than thirty days nor more than six months, either or both, in the discretion of the court. The punishment of public officers failing to prosecute violators of the law is provided for.

LOUISIANA. (Law of 1900.)

Section 1. It shall be unlawful for any fire insurance company, association, or partnership, doing a fire insurance business in this State, to enter into any combination or compact with other fire insurance companies, associations, or

partnerships or to require or allow their agents to enter into any combinations or compact with other fire insurance agents, companies, associations, or partnerships, for the purpose of governing, controlling, or influencing the rates charged for insurance on property situated in this State. Provided, that nothing herein shall be construed to prohibit one or more companies from employing a common agent or agents to supervise and advise of defective structures or to suggest improvements to lessen fire hazards.

Sec. 2. Be it further enacted, etc., That all fire insurance companies, associations, or partnerships doing a fire insurance business in this State shall cause to be filed on the first day of December, 1900, and on the first day of December of each year thereafter, with the Secretary of State, the affidavit of some officer or agent of said company, associations, or partnerships who reside in this State, setting forth the fact that the company, association or partnership of which he is an officer or agent, has not in twelve months previous to the date of said affidavit entered into any trust, combination, or association for the purpose of preventing competition in insurance or influencing insurance rates in this State; the said affidavit shall be made before an officer of this State authorized to administer oaths, and any false statement in said affidavit shall be deemed perjury. Provided, that the affidavit that must be made on December 1, 1900, need only state that the provisions of this act have not been violated from the time of its promulgation to the date of the affidavit. Provided, further, that any attempt to evade the provisions of this act by agreeing upon any person or number of persons for the purpose of making rates for all such insurance companies, associations, or partnerships by buying rate books shall be deemed a violation of this act, and shall be punishable as herein provided.

The penalty for a violation of the act is a revocation of the license of the offending company for the unexpired term of the same and for twelve months next following thereafter.

MICHIGAN. (Public Acts of 1887, Act No. 285.)

Section 1. The people of the State of Michigan enact, that no fire, fire and marine, or marine and inland insurance company or association not organized under the laws of this State shall be permitted to do business therein under the provisions of an act entitled "An act relative to the organization and powers of fire and marine insurance companies transacting business in this State," approved April 3, 1869, until in addition to complying with the provisions of said act it has filed with the commissioner of insurance an undertaking, duly executed and authenticated by the company, in such form as the commissioner of insurance shall from time to time prescribe, that it will not, directly or indirectly, enter into any compact, agreement, arrangement, or undertaking of any nature or kind whatever with any other company, companies, association, or associations, the object or effect of which is to prevent open and free competition between it and said company, companies, association, or associations, or the agents of their respective companies or associations in the business transacted in this State or in any part thereof.

Section 2 prescribes that no company of the kind above described shall enter into the compact or agreement forbidden. Section 3 makes the prohibition apply to the agents of such companies. Section 4 forbids agents and brokers to solicit for companies violating the law. Section 5 declares that a person violating the law shall be deemed guilty of a misdemeanor, and shall be fined not less than \$50 nor more than \$100, in default of which he shall be imprisoned in the county jail not less than three months. Section 6 makes it the duty of the insurance commissioner to furnish a blank form to the companies to complete the undertaking required by Section 1, and in case of failure therein by a company for thirty days after the mailing of such blank he must revoke its certificate of authority to do business, and cause the notification thereof to be published in some paper of general circulation in the state for four weeks. Sec-

tion 7 makes it the duty of the commissioner to investigate all complaints of violation of the law. Section 8 forbids any person to act as agent for a company after its certificate of authority has been revoked, under a penalty of not less than \$50 nor more than \$100, in default of the payment of which he shall be imprisoned in the county jail not exceeding ninety days.

MISSOURI. Anti-trust Law adopted in 1891 and amended 1895, 1897, and 1899.

Section 8965. (R. S. 1899.) Any corporation organized under the laws of this or any other state or country for transacting or conducting any kind of business in this state, or which does transact or conduct any kind of business in this state, or any partnership or individual, or other association of persons whatsoever, who shall create, enter into, become a member of, or a party to any pool, trust, agreement, combination, confederation, or understanding with any other corporation, partnership, individual, or any other person or association of persons, to regulate or fix the price of any article of manufacture, mechanism, merchandise, commodity, convenience, repair, any product of mining, or any article or thing whatsoever, or the price or premium to be paid for insuring property against loss or damage by fire, lightning, or storm, or to maintain said price when so regulated or fixed, or shall enter into, become a member of or a party to any pool, agreement, contract, combination, or confederation to fix or limit the amount or quantity of any article of manufacture, mechanism, merchandise, commodity, convenience, repair, any product of mining, or any article or thing whatsoever, or the price or premium to be paid for insuring property against loss or damage by fire, lightning, or storm, shall be deemed and adjudged guilty of a conspiracy to defraud, and be subject to penalties as provided in this article; and provided that if such insurance companies or their agents, or the board of fire underwriters doing business in any city of this state shall combine in any city of this state, either directly or indirectly, or agree, or attempt to agree, directly or indirectly, to fix or regulate the price or premium to be paid for insuring property located within or outside of such city against loss or damage by fire, lightning, or storm, such company so violating the provisions of this article, either by itself, its agents, or by any such board of underwriters, shall be taken and deemed to have forfeited its right to do business in this state, and shall become liable to all the penalties and forfeitures provided for by the provisions of this article.

Section 8973, R. S. 1899, of this act prescribes the form of an affidavit which must be sworn to by the president, secretary, or treasurer of each incorporated company doing business in the state (which includes fire insurance companies). The official must swear that he has not "created, entered into, or become a member of or a party to" "any pool, trust, agreement, combination, confederation, or understanding, with any other corporation, partnership, individual or any other person or association of persons to regulate or fix" "the price or premium to be paid for insuring property against loss or damage by fire, lightning, or storm." Refusal to make oath subjects the company to a denial of a license to do business in the state.

Sections 8978 to 8985, inclusive, R. S. 1899, provide that "every pool, trust, agreement, combination, etc., entered into . . . to regulate, control, or fix . . . the price or premium to be paid for insuring property against loss or damage by fire, lightning, or storm, or to maintain said price or prices when so regulated . . . are hereby declared illegal," and prescribes the form of proceedings to be taken for the enforcement of the act.

NEBRASKA. (Adopted in 1897 and declared unconstitutional by the United States District Court in 1901.) For text of decision see cyclopedia for 1904-5.

NEW HAMPSHIRE. (Laws of 1885, Chapter 39.)

Section 1. Should any insurance company not organized under the laws, but doing an insurance business within this State, make an application to remove any suit or action, to which it is a party, heretofore or hereafter commenced in any court of this State to the United States district or circuit court, or shall enter into any compact or combination with other insurance companies for the purpose of governing or controlling the rates charged for fire insurance on any property within this State, the insurance commissioner shall forthwith revoke the license or authority of said company to transact business, and no renewal of said license or authority shall be granted for the period of three years from the date of such revocation.

OHIO. (Adopted in 1885, Section 3659, Revised Statutes, as amended in 1891 and again in 1900.)

If any such company, association, or partnership, doing business within this State, makes an application for a change of venue or to remove any suit or action wherein such company has been sued by a citizen of this State now pending, or hereafter commenced in any court of this State, to the United States district or circuit court, or to any federal court, or shall enter into any compact or combination with other insurance companies, or shall require their agents to enter into any compact or combination with other insurance companies for the purpose of governing or controlling the rates charged for fire insurance on any property within the State, or for the purpose of governing or controlling the rates per centum or in amount of commissions or compensation to be allowed agents for procuring contracts for fire insurance on any property within this State (provided that nothing herein shall prohibit one or more such companies from employing a common agent or agents to supervise and advise of defective structures, suggest improvements to lessen the fire hazard, and to advise as to the relative value of risks), the superintendent of insurance shall forthwith revoke and recall the license or authority to it to do or transact business within this State, and no renewal of authority shall be granted to it for three years after such revocation; and it shall thereafter be prohibited from transacting any business in this State until again duly licensed and authorized.

SOUTH CAROLINA. The anti-compact law of 1899 was repealed by the legislature of 1904 by the following sections of House Bill 784:

Sec. 8. No insurance company shall be allowed to do business in this state which shall be a member of any association whose purpose is to establish, fix, or maintain excessive or unreasonable rates or charges for insurance. Provided, however, that it shall be lawful for such insurance companies to be members of any association the purpose and object of which is to secure the proper inspection of risks, the classification of risks, the maintenance of uniform and reasonable rates, and the prevention of discrimination in charges between parties dealing with such insurance companies in this state.

Sec. 9. Upon the complaint of one or more citizens of this state that any insurance company is discriminating in rates between citizens of this state on risks similar in character, the Comptroller-General shall forthwith summon said company to appear before him, and if it shall be shown that said company has charged for any risk so complained of an amount in excess of the rates charged other persons on other risks of the same class, this discrimination in rates to the prejudice of any citizen of this state, the Comptroller-General shall order said company to make due correction in the rate immediately, refunding such excess as may have been charged, together with interest thereon from the date of its payment until the same is refunded to the citizen thus charged; and that if any such company shall fail to make this correction within thirty days after notice and the making of such order, the Comptroller-General, on proof thereof, shall revoke the license of said com-

pany; provided, that no rate on any fire insurance risk in this state shall exceed the rate on similar risks in adjoining states, nor shall any rate be charged or maintained on property in this state that, after a full hearing before the Comptroller-General, shall be shown to be greater than rates charged in adjoining states on risks of like character and similar circumstances.

SOUTH DAKOTA. (Act of 1903.)

Section 1. Any combination, agreement, confederation, compact or understanding made and entered into either directly or indirectly by or between two or more fire insurance companies insuring property against loss or damage by fire and loss or damage from the elements, transacting business within this State, or between officers, agents or employees of any such companies, relating to the rates to be charged for insurance, regulating and fixing the minimum price or premium to be paid for insuring property located within this State, the amount of commission to be allowed agents for procuring insurance or the manner of transacting the business of fire or other casualty insurance within this State, is hereby declared to be unlawful, and any such company, officer or agent violating this provision shall be deemed guilty of a misdemeanor, and on conviction thereof in any court having jurisdiction shall pay a penalty of not less than \$100 nor more than \$500 for each offense, to be recovered for the use of the general fund of the State, and any such company, corporation or association so offending shall not be permitted to transact business within this State.

Sec. 2. Any fire insurance company, corporation or association desiring to transact business within this State shall, in addition to the requirements now provided for by law, furnish the Insurance Commissioner of this State on or before the 1st day of July each year, and at any other time during the year when called upon by the Insurance Commissioner of this State, as one of the conditions for being permitted to transact business within this State, an affidavit subscribed and sworn to by the president or secretary or managing officer of said corporation or association before competent authority, stating that said company of which he is an officer has not violated any of the provisions of the foregoing act, naming them, and such affidavit shall be in the following form:

State of
County of

I, being first duly sworn, depose and say that I am one of the managing officers of the company, or association, and that said association has not entered and will not enter into any combination or agreement with any other fire insurance company or companies whatsoever, by which there is any understanding of whatsoever kind or character, either directly or indirectly tending to fix or establish a uniform price or premium for fire insurance in the State of South Dakota, nor any agreement whatever, either directly or indirectly, relating to the rates to be charged for insurance within said State.

TENNESSEE. (Act of 1905.)

Section 1. Be it enacted by the General Assembly of the state of Tennessee, That it shall be unlawful for any two or more fire insurance companies doing business in Tennessee, or any two or more agents or representatives of fire insurance companies doing business in Tennessee, to enter into any contract, compact, or agreement looking to the maintaining of any specific rates to be charged for insurance on any property located in this state.

Provided, that this act shall not be so construed as to prohibit the formation of associations of fire insurance agents in any city, town, or county in this state for the purpose of minimizing expenses by the employment of joint inspectors or experts for preparing rating schedules and designating improvements with a view to the reduction of the cost of insurance; provided, that all rates which may be suggested through such associations shall be advisory only and not binding on any member thereof; provided further, that if any board of agents, or agent, or company attempts to enforce any fine upon any agent or company who refuses to write at any rate other than that fixed by such board, they shall be guilty of a misdemeanor and subject to a fine of not less than \$50.

Sec. 2. Be it further enacted, That it shall be unlawful for any one or more agents or associations of fire insurance agents in any city, town, or county of this state to impose any penalty, or threaten to impose any penalty, upon any agent because of any rates which may be charged by said agent or any member of said association.

Sections 3 and 4 provide penalties. For violation of Section 1 companies are subject to a fine of "not less than \$100 nor exceeding \$1,000," and revocation of license. Section 4 provides that "any agent or officer of any association of agents" violating Section 2 shall be liable, upon conviction, to a fine "not less than \$100 nor more than \$500." Section 5 provides that it "shall be the duty of the insurance commissioner, upon complaint of any citizen or upon his own initiative," to make investigations as to violations, and if he finds, upon investigation, that there is sufficient justification for legal proceedings, to lay the facts before the attorney-general, and shall authorize the district attorney-general to enter his name as prosecutor in any criminal proceedings instituted for violation of this act. It is further provided that this shall not be construed to prevent any citizen from acting as prosecutor in such cases.

TEXAS. (Section 175 to 182 of Chapter 15 of the Insurance Laws of Texas.) Enacted 1899, taking the place of the anti-trust law of 1899 as amended in 1895.

The first two sections of the act (Sections 175 and 176) are the same as Section 1 and 2 of the Arkansas law. [See Ante.] The affidavit required of officers of companies is the same as that of the Arkansas law so far as concerns insurance. The act provided that it should take effect on January 31, 1900.

WASHINGTON. (Section 31 of Insurance Law adopted in 1897.)

Section 31. If a licensed insurance company shall enter into a contract or combination with other insurance companies for the purpose of controlling the rates to be charged for insurance upon property within this State, the commissioner shall forthwith revoke its license and those of its agents; and no renewal of the licenses shall be granted until after the expiration of three years from the date of final revocation.

WISCONSIN. (Chapter 356, Laws of 1897.)

Section 1. No fire, fire and marine, or marine and inland insurance company or association, its agent or representatives doing business in this State, shall, either directly or indirectly, enter into any contract, agreement, combination, or compact with any other such company or companies or its or their agents or representatives for the purpose of establishing and maintaining a fixed schedule, or schedule of rates; provided, however, that in cities and villages it shall be lawful for the local board of underwriters incorporated under the statutes of this State, and in case of the non-existence of such local board therein, then and in that event it shall be lawful for an association of the local agents in such city or village to from time to time establish and maintain rates therein, and for them and such companies represented by them to enter into any lawful contract or agreement to so establish and maintain rates so made; provided, however, that all such schedules of rates shall at all reasonable times be open to the inspection of the assured.

It is hereby made the duty of the commissioner of insurance of this State to enforce compliance with the provisions of this section, and it shall be his duty to revoke the license of each and every such insurance company violating the provisions of this section, and to report such violation to the attorney-general of the state for prosecution, and each and every such company violating

the provisions of this section shall be subject to a penalty of five hundred (\$500) dollars for each and every violation of the same.

For an account of proceedings against companies for violations of the laws, or legal proceedings involving compacts, and decisions thereon see Cyclopedica for 1904-5 and subsequent volumes and for a review of the court's decision in the Iowa anti-compact case, and the decision on the Arkansas law see Cyclopedica for 1906-7.

Suits were brought against a number of companies in Arkansas in 1907, but were dismissed on payment of a nominal fine and with the understanding that no further proceedings would be brought. The suits had been brought prior to the taking effect of the amendment to the anti-compact law. In 1907 the attorney-generals of Missouri and Kansas started investigations under the anti-compact laws. Early in 1908 the attorney-general of Missouri announced that no further proceedings would be taken after exacting certain promises from companies, as to readjusting rates and no prosecutions resulted from the investigation in either Missouri or Kansas. The Attorney-Generals of both states reached the conclusion that some form of agreement among companies as to rates was necessary, and in Kansas the findings were followed by legislation giving the superintendent of insurance supervision over rates. Oklahoma enacted an anti-trust law in 1908, which, while it did not specifically mention insurance companies, was generally regarded as including insurance companies in its provisions. Anti-trust suits which were begun in 1902 at Belleville, Ill., were revived in 1908, and in October a permanent injunction was issued against one hundred and ten companies by the circuit court of St. Clair county, but the injunction was regarded as unimportant as the practices enjoined had previously been abandoned by the companies.

Anti-compact legislation has, as a rule, met with the disapproval of insurance departments. An exception occurred in 1903, when the South Dakota department strongly advocated the enactment of an anti-compact law, and secured its passage by the legislature.

The Virginia Legislature of 1900 passed a law prohibiting a combination of fire insurance companies for the purpose of regulating the commissions to be paid to their agents. The first section of the law reads as follows:

Be it enacted by the General Assembly of Virginia, That it shall be unlawful for any fire insurance company, association, or partnership authorized to do business in this State, to enter into any compact or combination with other fire insurance companies, associations, or partnerships, to make or require their agents or employees to enter into any compact, agreement, or pledge for the purpose of governing or controlling the commissions or compensation paid said agents.

The anti-compact laws of Iowa, Nebraska, Ohio, and South Dakota also contain clauses forbidding combinations of fire underwriters for the purpose of governing or controlling the commissions to be paid to agents. The North Carolina legislature of 1905 passed a similar law, Section 1 of which reads as follows:

Section 1. That it shall be unlawful for any fire insurance company, association, or partnership doing business in this state, employing an agent who is employed by another fire insurance company, association, or partnership, either directly or through any organization or association, to enter into, make or maintain any stipulation or agreement in restraint of or limiting the compensation which said agent may receive from any other fire insurance company, association, or partnership.

Section 2 of the act imposes a penalty for its violation of a fine of not less than \$250 nor more than \$500 and revocation of license for a period of twelve months.

The Louisiana legislature of 1904 also passed a law prohibiting agreements on compensation of agents, and making revocation of license a penalty for its violation. Section 1 reads:

Be it enacted by the General Assembly of the state of Louisiana, That it shall be unlawful for any corporation, not domiciled in the state of Louisiana, to enter into any combination or agreement with another corporation to prevent its legally authorized representatives in Louisiana from accepting a higher compensation than the corporations, parties to the aforesaid agreement, pay.

ANTI-REBATE LAWS. Following is a list of the states which have laws prohibiting the giving of rebate of premium to the insured by life insurance companies or their agents, together with the text of such laws.

The first anti-rebate law applying specifically to the business of life insurance was enacted by Massachusetts in 1887. The previous year, it is true, Louisiana passed a law prohibiting the allowance of rebates in insurance, but no class of insurance was named in the act; it was supposed to refer to fire insurance, and it was not until later that an opinion was given by the attorney-general of the state that its provisions were applicable to the practice of life insurance.

In 1898 a reactionary movement began with the introduction of a bill in the Kentucky legislature to repeal the anti-rebate law of that state. It failed, as did a similar bill in the Maryland legislature in 1900, and bills in the Michigan and New Jersey legislatures in 1901. Finally the New Jersey legislature in 1902 passed a repeal bill, but it was vetoed by the governor. In 1903 further efforts were made to modify anti-rebate laws, and the South Dakota legislature passed a repeal bill which was vetoed by the governor, while a bill in the Illinois legislature sought to exempt a company from the penalties of the law when it could be shown that it had not caused nor ratified the act of the agent in violating the law. This bill was not passed.

The Massachusetts law has served as a model for the anti-rebate laws of most of the states enacting them, in some cases being copied almost literally, and in others being followed closely in substance. The following is a synopsis of anti-rebate legislation from its beginning in 1886:

ALABAMA. The Alabama law is a part of Chapter 614 of the Acts of 1879. The following is the text:

Section 27. No life, nor any other insurance company, nor any agent thereof, shall make any contract of insurance, nor agreement as to policy con-

tract, other than is plainly expressed in the policy issued thereon; nor shall any such company or agent pay or allow, or offer to pay or allow as inducement to insurance, any rebate of premiums payable on the policy, nor shall any particular policy-holder of the same class be allowed any advantage in the dividends or other benefits thereto.

COLORADO. The Colorado law is Section 49 of the Act of 1907, creating an insurance department, and reads as follows:

Section 49. No life insurance company doing business in this State shall make or permit any distinction or discrimination in favor of individuals between insureds (the insured) of the same class and equal expectation of life in the amount of payment of premiums or rates charged for policies of life or endowment insurance or in the dividends or other benefits payable thereon, or in any other of the terms and conditions of the contracts it makes. Nor shall any such company or agent thereof make any contract of insurance or agreement as to such contract other than as plainly expressed in the policy issued thereon; nor shall any such company or any officer, agent, solicitor or representative thereof pay, allow or give or offer to pay, allow or give, directly or indirectly, as inducement to insurance, any rebate of premium payable on the policy, or any special favor or advantage in the dividends or other benefits to accrue thereon, or any paid employment or contract for services of any kind or any valuable consideration or inducement whatever not specified in the policy contract of insurance; nor give, sell or purchase or offer to give, sell or purchase, as inducement to insurance or in connection therewith, any stocks, bonds or other securities of any insurance company or other corporation, association or partnership, or any dividends or profits to accrue thereon, or anything of value whatever, not specified in the policy.

The penalty for a violation is revocation of license, and a fine of not less than \$100 nor more than \$500, and imprisonment for not less than thirty nor more than ninety days, or both. An additional section of the act also makes the person knowingly receiving a rebate guilty of a misdemeanor, and subject to a fine of \$100 or imprisonment for thirty days, or both.

CONNECTICUT. The law is section 3538, Chapter 134 of the laws of 1899; and Chapter 193, Section 1, of the laws of 1907 and reads as follows:

No life insurance company doing business in this state shall make or permit any distinction or discrimination in favor of individuals between insureds of the same class and expectation of life in the amount or payment of premiums or rates charged for policies of life or endowment insurance, or in the dividends or other benefits payable thereon, or in any other of the terms and conditions of the contracts it makes; nor shall any such company or any agent, subagent, broker, or any other person, make any contract of insurance or agreement as to such contract, other than is plainly expressed in the policy issued thereon; nor shall any such company or agent, subagent, broker, or any other person, pay or allow, or offer to pay or allow, as inducement to insurance, any rebate of premium payable on the policy, or any special favor or advantage in the dividends or other benefit to accrue thereon, or any valuable consideration or inducement whatever not specified in the policy of insurance. No person shall receive or accept from any company or agent, subagent, broker, or any other person, as inducement to insurance, any such rebate of premium payable on the policy, or any special favor or advantage in the dividends or other benefit to accrue thereon, or any valuable consideration or inducement not specified in the policy of insurance. No person shall be excused from testifying or from producing any books, papers, contracts, agreements, or documents, at the trial of any other person charged with a violation of any provision of this section, on the ground that such testimony or evidence may tend to incriminate him, but no person shall be prosecuted for any act concerning which he shall be compelled to so testify or produce evidence, documentary or otherwise, except for perjury committed in so testifying.

An additional section provides that no person shall act on the solicitation of policies of insurance without first obtaining a certificate of authority from the insurance commissioner which shall be renewed on the first of April of each year, and makes the penalty for violation of the act a revocation of license "and no such certificate shall be thereafter issued to said convicted person by said commissioner for the term of three years from the date of such conviction" and a fine of not more than \$500.

DELAWARE. The Delaware law (Chapter 273, Volume 19, Law of 1901) is a copy of the Massachusetts law. The penalty for a violation is \$500, or imprisonment for not less than one nor more than six months for each violation. An act was passed in 1907 prohibiting rebating by surety companies, and with the same penalty for violation as in the act above.

IDAHO. The law in Section 19 of the Act of 1901 as amended by the Act of 1903, creating an insurance department, and further amended in 1905, and reads as follows:

Section 19. No life insurance corporation or company subject to the provisions of this act shall make any discrimination in favor of individuals of the same occupation and expectation of life, and such corporation or company shall not make any contract for insurance or agreement as to such contract, other than that which is available to each and every applicant for insurance of the same occupation and expectation of life, to such corporation, company, or any agent thereof. No such corporation or company, or agent thereof shall pay or allow or offer to pay or allow, as an inducement to any person to insure, any rebate of premium or any special favor or advantage whatever in the dividends to accrue thereon, either by way of service rendered or to be rendered by the applicant for insurance, as an advisor to the company or as a member of an advisory board or other similar board or body, or for services rendered, or to be rendered, of any kind or nature, or any other inducement whatever. Any person who shall so contract with such company or corporation or any agent thereof, or who shall receive any such favor or advantage, shall be deemed an agent or solicitor of insurance within the meaning of this act.

A violation of the provisions of this section shall constitute a misdemeanor and, upon conviction, shall subject the party offending to the payment of a fine of not more than three hundred dollars or imprisonment in the county jail for a period not exceeding six months, or both such fine and imprisonment, and if it shall appear to the satisfaction of the insurance commissioner that any corporation is issuing policies or making contracts that are in violation of this section, he shall revoke the authority of such corporation to do business in this state.

Any such insurance corporation or company, or the agents of such corporation or company, shall, upon demand, in writing, by the insurance commissioner, furnish him with the form or forms of all insurance policies, the form or forms of all contracts for insurance and the form or forms of any other paper, or papers, pertaining to any contract for insurance, or the maintenance of the same, issued, used, or intended or authorized to be issued or used by said corporation or company or by its agents or representatives in and about the business of life insurance carried on by said corporation or company, and upon a failure on the part of such corporation or company, or its agents or representatives, to comply with such demand within a period of fifteen days after service of the same, the insurance commissioner shall revoke the authority of such corporation or company, to do business in this state. Service of such demand upon an agent of said corporation or company within this state or a deposit of the same in the postoffice, registered and addressed to the home or reputed home office of such corporation or company, shall be sufficient service thereof.

ILLINOIS. The law is Section 203 to 206 of Chapter 73 of the Revised Statutes, and was approved June 19, 1891. The first section is as follows:

Section 1. No life insurance company or association organized under the laws of this State, or doing business within the limits of the same, shall make or permit any distinction or discrimination between insureds of the same class and equal expectation of life, in its established rates, nor in the charging, collecting, demanding, or receiving of the amount of premium for insureds of the same class and equal expectation of life; nor in the return ratable of premiums, dividends, or other benefits, accruing or that may accrue, to such insureds as aforesaid; nor in the terms or conditions of the contract between such company and the insureds; and such contract of insurance shall be fully and wholly expressed and contained in the policy issued and the application therefor, nor shall any such company or its agents pay, or allow, or offer to pay or allow, to any person insured, any special rebate of premium, or any special favor or advantage, in the dividends or other benefits to accrue on such policy, or promise the same to any person as inducement to insure, or promise to give any advantage or valuable consideration whatsoever, not expressed or specified in the policy of such company.

The three additional sections declare the discriminations enumerated in Section 1 to be violations of law, and any company or association so violating shall, with the agent or agents concerned, be jointly and severally subject to a penalty of not less than \$500 nor more than \$1,000 for each offense, and the auditor of public accounts shall cancel the certificate of authority of such agent. It is declared that the act does not apply to fraternal associations.

INDIANA. The law was enacted in 1909, and section 1 of the law reads as follows:

That no life insurance company doing business in this State, nor any officer or agent of such company, shall directly or indirectly pay, allow, or offer to pay or allow, as an inducement to insurance, any rebate or premium in connection with a policy of life insurance to be issued upon any application solicited in this State. Nor shall any such company, officer or agent make any contract or agreement as to the amount of the premium to be paid on any policy solicited in this State other than as plainly expressed in the policy, nor shall any company knowingly issue a policy of insurance when any part of the premium has been rebated.

Section 2 makes "any person knowingly receiving" any rebate guilty of a misdemeanor, and imposes a penalty of a fine of \$100 or imprisonment for 30 days, or both, for the first ten thousand dollars of insurance and an additional fine of \$100 for each additional \$10,000 of insurance or fraction thereof. Section 3 provides that, "any company, person or persons violating any of the provisions of section 1 of this act, shall, upon conviction thereof, be fined in any sum not less than one hundred (\$100) dollars or more than five hundred (\$500) dollars, or shall be imprisoned in the county jail for any period not exceeding six months, or both, for each ten thousand (\$10,000) dollars of insurance or fraction thereof, thus written."

Section 4 and 5 relate to securing evidence and prosecuting violations against agents and companies and imposes an additional penalty on conviction of revocation of license for the period of one year. The act defines the term "rebate," to mean, "anything of value, or the making of an agreement, expressed or

implied, that will directly or indirectly diminish any premium below the amount specified in the policy," excepting payment of dividends under participating policies.

IOWA. The following is the provision in the Iowa Code of 1897:

Section 1782. No life insurance company shall make or permit any distinction or discrimination between persons insured of the same class and equal expectancy of life in the amount or payment of premiums, or rates charged for policies of life or endowment insurance, or in the dividends or other benefits payable thereon, or in any other of the terms or conditions of the contract it makes, nor shall any such company or agent thereof make any contract of insurance or agreement, other than is plainly expressed in the policy issued, nor shall any such company or agent pay or allow, directly or indirectly, as an inducement to insurance, any rebate of premium payable on the policy or any special favor or advantage in the dividends or other benefits to accrue thereon, or any valuable consideration or inducement whatever, not specified in the policy or contract of insurance.

KENTUCKY. The Kentucky law, which is a section of the revenue law of 1893, is an exact copy of the Massachusetts law, and prescribes a penalty of not exceeding \$500, to be paid by any company, officer, or agent thereof violating the provisions of the law. [The Kentucky Court of Appeals in March, 1902, in the case of the Equitable Life Assurance Society vs. the Commonwealth of Kentucky upheld the constitutionality of the law, which had been attacked on the ground that it interfered with the freedom of trade and prevented competition.]

LOUISIANA. The Louisiana law is Section 9, Act 114 of the Acts of 1898, and is as follows:

Section 9. No life insurance company doing business in the State of Louisiana shall make or permit any distinction or discrimination in favor of individuals between insureds of the same class and expectation of life in the amount or payment of premiums or rates charged for policies of life or endowment insurance, or in any manner of the terms and conditions of the contract it makes; nor shall any such company or agent, sub-agent, or broker, or any other person, make any contract of insurance or agreement as to such contract other than as plainly expressed in the policy issued thereon; nor shall any such company or agent, sub-agent, broker, or any other person, pay or allow, or offer to pay or allow, as inducement to insurance, rebate of premium payable on the policy, or any special favor or advantage in the dividends or other benefits to accrue thereon, or any valuable consideration or inducement whatever not specified in the policy contract of insurance.

Provided, however, that nothing in this section shall be construed to prevent agents accepting on their responsibility notes for the first premiums.

Any violation of this section to which the assured is a party shall annul the contract *ipso facto*; the agent or solicitor making the rebate shall have his certificate of authority forfeited and shall not be eligible to receive a certificate of authority to do business in the State for a period of three (3) years.

The legislature of 1908 enacted a law to prevent discrimination between policyholders of life insurance companies by the sale of special contracts or other inducements under the pretense of making such policyholders agents of the company. The act imposes a penalty upon a company for violation, of a fine of not less than \$100 nor more than \$300, with revocation of license, and upon an agent a fine of not less than \$100 nor more than \$300, or imprisonment of not less than thirty days nor more than ninety days.

MAINE. (Chapter 128, Public Laws of 1891.) This law was amended in 1907 and now reads (Section 104, Chapter 49, Revised Statutes 1903):

No life insurance company doing business in this State shall make or permit any distinction or discrimination in favor of individuals between insureds (the insured) of the same class and equal expectation of life in the amount of payment of premiums or rates charged for policies of life or endowment insurance, or in the dividends or other benefits payable thereon, or in any other of the terms and conditions of the contracts it makes; nor shall any such company or agent thereof make any contract of insurance or agreement as to such contract other than is plainly expressed in the policy issued thereon; nor shall any such company or any officer, agent, solicitor or representative thereof, pay, allow or give, or offer to pay, allow or give, directly or indirectly, as inducement to insurance, nor shall any person knowingly receive as such inducement, any rebate of premium payable on the policy, or any special favor or advantage in the dividends or other benefits to accrue thereon, or any paid employment or contract for services of any kind or any valuable consideration or inducement whatever not specified in the policy contract of insurance; or give, sell or purchase, or offer to give, sell or purchase as inducement to insurance or in connection therewith any stocks, bonds or other securities of any insurance company or other corporation, association or partnership, or any dividends or profits to accrue thereon or anything of value whatsoever not specified in the policy.

Any person or corporation violating any provision of this law shall be imprisoned for not more than six months, or fined not more than \$200 or both, and the insurance commissioner must revoke the certificate of authority of such agents, etc., for one year. The law was amended in 1907 to provide that no person should be excused from testifying upon any proceedings brought under the act on the ground that such testimony would tend to incriminate him, but no testimony so given or produced shall be used against him upon any criminal investigation, nor shall he be prosecuted or subjected to any penalty for or on account of any thing to which he may testify or furnish evidence.

MARYLAND. The Maryland law (Chapter 254 of the laws of 1890) reads:

No life insurance company incorporated under the laws of any other State or country doing business in the State of Maryland shall make or permit any distinction or discrimination in favor of individuals of the same class and equal expectation of life, in the amount or payment of premiums or rates charged for policies of life or endowment insurance, or in the dividends or other benefits payable thereon, or in any other of the contracts of insurance it makes, nor shall any such company or agent thereof make any contract of insurance or agreement as to such contract, other than as plainly expressed in the policy issued thereon, nor shall any such company or agent pay or allow, as inducement to any person to insure, any rebate of premium payable on the policy, or any special favor or advantage whatever, in the dividends or other benefits to accrue thereon, or any valuable consideration or inducement whatever, not specified in the policy contract of insurance.

It shall not be lawful for any company organized under the laws of any other State or country, or its representatives, to procure for any person seeking life insurance a State license for the purpose of allowing to such person a rebate.

Any life insurance company, its agent or agents, violating sections one hundred and nineteen A and one hundred and nineteen B of this act shall be guilty of a misdemeanor, and upon conviction thereof the offender or offenders shall be sentenced to pay a fine of five hundred dollars on each and every violation, when the amount of insurance is twenty-five thousand dollars or less: and for every additional twenty-five thousand dollars of insurance or less there shall be

an additional penalty of five hundred dollars; and said offender or offenders shall be prohibited from doing insurance business in the State of Maryland until said fine is paid.

An amendment was added in 1892, provided that an informer of the violation of the law shall receive one-half of the penalty inflicted on the offender.

MASSACHUSETTS. The Massachusetts law is Section 68 of the codified insurance laws of 1887, and is as follows:

Section 68 of "An Act to amend and codify the statutes relating to insurance." No life insurance company doing business in Massachusetts shall make or permit any distinction or discrimination in favor of individuals, between insurants of the same class and equal expectation of life in the amount of premium or rates charged for policies of life or endowment insurance or in the dividends or other benefits payable thereon, or in any other of the terms and conditions of the contracts it makes; nor shall any such company or any agent thereof make any contract of insurance or agreement as to such contract other than as plainly expressed in the policy issued thereon, nor shall any such company or agent pay or allow, or offer to pay or allow, as inducement to insurance, any rebate of premium payable on the policy or any special favor or advantage in the dividends or other benefits to accrue thereon, or any valuable consideration or inducement whatever, not specified in the policy contract of insurance.

The penalty for a violation of the law is a fine of not more than \$500 for each offense. The legislature of 1908 passed a law applying to other than life and marine companies, or all companies specified in section 32, chapter 576 of the acts of 1907, prohibiting rebating or the selling of stock or other inducement to insurance, and imposed a penalty for violation of a fine not to exceed \$200.

MICHIGAN. Michigan (section 7219 laws 1897) copies the Massachusetts law, with the following addition:

Any company which shall violate any of the provisions of this section shall forfeit to the State the sum of \$500 for each violation, to be recovered by the attorney-general by appropriate action in a court of competent jurisdiction, and any judgment therefor shall be collected in the same manner as is herein provided for collecting judgments rendered in favor of policy-holders, and any officer or agent who shall violate any of the provisions of this section shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by imprisonment in the county jail not exceeding one year, or by a fine of not less than \$50 and not exceeding \$500, or by both such fine and imprisonment, in the discretion of the court.

MINNESOTA. The Massachusetts law was incorporated in the general codification of 1895 but the legislature of 1907 changed the wording of the law somewhat, and a violation is made a misdemeanor and punishable as such. The law reads:

No life insurance company doing business in this state shall make or permit any distinction or discrimination in favor of individuals between insurants (the insured) of the same class and equal expectation of life in the amount or payment of premiums or rates charged for policies of life or endowment insurance, or in the dividends or other benefits payable thereon, or in any other of the terms and conditions of the contracts it makes; nor shall any such company or agent thereof make any contract of insurance or agreement as to such contract other than as plainly expressed in the policy issued (thereon) thereof; nor shall any such company, or any officer, agent, solicitor or representative thereof, pay, allow or give or offer to pay, allow or give, directly or indirectly, as inducement to insurance, any rebate of premium payable on the policy, or any special favor or advantage in the dividends or other benefits

to accrue thereon or any paid employment or contract for services of any kind or any valuable consideration or inducement whatever not specified in the policy contract of insurance.

MISSISSIPPI. The anti-rebate section of the law of 1902, establishing an insurance department, is as follows:

Section 38. No life insurance company doing business in Mississippi shall make any distinction or discrimination in favor of individuals of the same class and expectation of life in the amount of payment of premiums or rates charged for policies of life or endowment insurance or in the dividends or other benefits payable thereon, or in any of the terms or conditions of the contract it makes, nor shall any such company or agent thereof make any contract of insurance or agreement as to such contract other than are plainly expressed in the application and policy issued thereon; nor shall any such company or agent pay or allow as inducements to insurance any rebate of premium payable on the policy, or any special favor or advantage in the dividends or other benefits to accrue thereon, or any valuable consideration or inducement whatever not specified in the policy contract of insurance.

The penalty is a revocation of license of the offending company or agent.

MISSOURI. The Missouri law was enacted in 1907, and is Section 7900a of Chapter 119 of the Revised Statutes of 1899. The section reads as follows:

Section 7900a. No life insurance company doing business in this state shall make or permit any distinction or discrimination in favor of individuals between insureds (the insured) of the same class and equal expectation of life in the amount or payment of premiums or rates charged for policies of life or endowment insurance, or in the dividends or other benefits payable thereon, or in any other of the terms and conditions of the contracts it makes; nor shall any such company, or agent thereof, make any contract of insurance or agreement as to such contract other than as plainly expressed in the policy issued thereon; nor shall any such company, or any officer, agent, solicitor, or representative thereof, pay, allow or give, or offer to pay, allow or give, directly or indirectly, as inducement to insurance, any rebate of premium payable on the policy, or any special favor or advantage in the dividends or other benefits to accrue thereon, or any paid employment or contract for services of any kind, or any valuable consideration or inducement whatever, not specified in the policy contract of insurance; or give, sell or purchase, or offer to give, sell or purchase, as inducement to insurance or in connection therewith, any stocks, bonds or other securities of any insurance company or other corporation, association, or partnership, or any dividends or profits to accrue thereon, or anything of value whatsoever, not specified in the policy.

Any company or association which may violate this section, or which may permit its agents or representatives to violate any of its provisions, shall be barred from transacting business in the state for a period of five years; and any agent found guilty of a violation of the act shall be subject to a fine of not less than \$50 nor more than \$500, and imprisonment for not less than thirty days nor more than six months, or both.

MONTANA. The law was passed in 1903 and amended in 1907 and now reads practically the same as the law of Colorado (which see.)

The penalty is a fine of not more than \$500, and revocation of license for a period of one year and the auditor is required to

give the offending party opportunity to be heard before revoking his license. Fraternal associations are exempted.

NEW HAMPSHIRE. The law passed in 1907 is the same as the Colorado law (which see.) The penalty for the violation of the law is \$500 and a revocation of license for three years.

NEW JERSEY. The first section of the New Jersey law of 1895 is a copy of the first section of that of Connecticut. Sections 2 and 3 provide a penalty of a fine for each offense of \$100 for every \$250 of insurance or fraction thereof effected by said policy, one-half of the penalty to be for the benefit of the person prosecuting the suit, the other half to be paid to the state treasurer for the benefit of the school fund. In case of default in paying this fine, the offender shall suffer imprisonment not exceeding sixty days. Any agent convicted under the law cannot act as agent for any life insurance company in the state within two years after final judgment, under penalty of a fine or imprisonment, or both.

The legislature of 1907 added a section to the law prohibiting companies doing both a participating and non-participating business, to make any distinction on rate of commission or compensation to agents based on the participating and non-participating character of the policy.

NEW YORK. The New York legislature passed an anti-rebate law in 1889. [See Cyclopaedia for 1890.]

The insurance code of 1892 re-enacted the law in the following words:

Section 89. No life insurance corporation doing business in this State shall make any discrimination in favor of individuals of the same class or of the same expectation of life either in the amount of premium charged or in any return of premium, dividends, or other advantages. No agent of any such corporation shall make any contract for insurance, or agreement as to such contract, other than that which is plainly expressed in the policy issued.

No such corporation or agent thereof shall pay or allow, or offer to pay or allow, as an inducement to any person to insure, any rebate of premium, or any special favor or advantage whatever, in the dividends to accrue thereon, or any inducement whatever not specified in the policy.

If it shall appear to the satisfaction of the superintendent of insurance, after a hearing by him upon due notice, that any corporation is issuing policies or making contracts that are directly or indirectly in violation of this section, he shall, upon the written approval of the attorney-general, require such corporation and its officers and agents, to refrain, within twenty days, from making any such policy or contract. No such corporation shall make any agreement with any of its officers, trustees, or salaried employees whereby it agrees that for any services rendered, or to be rendered hereafter by such official, trustee, or employee, he shall receive any salary, compensation, or emolument that will extend beyond a period of twelve months from the date of such agreement or contract.

If any such corporation, or officer or agent thereof, shall fail to comply with the provisions of this section, the superintendent shall, within twenty days after such failure, publish a notice of the fact in the State paper once a week for four weeks, and institute such proceedings in law as may be necessary to restrain such violation of this section.

The legislature of 1906 amended the anti-rebate law by adding the following section:

Section 577-k. Any person knowingly receiving any rebate or allowance or deduction from any premium, or any valuable thing, special favor or

advantage whatever, as an inducement to take any policy of life insurance, not specified in the policy, is guilty of a misdemeanor.

NORTH CAROLINA. The law of this state, which is section 27 of the Insurance Act of 1899, is a copy of the Massachusetts law. The penalty for violation of the law is a fine not exceeding \$500 for each offense.

NORTH DAKOTA. Law passed in 1907, and section 1 is a copy of section 1 of the Connecticut law, except that it adds a provision prohibiting the sale or offer of stock, bonds or other securities in connection therewith or any inducement whatever not specified in the policy. The penalty for violation is a fine not to exceed \$500, with revocation of license for failure to pay the penalty.

OHIO. The Ohio law follows that of Massachusetts, with the following additional sections [as amended in 1893]:

Section 2. Every corporation or officer or agent thereof who shall violate any of the provisions of this act shall be fined in any sum not exceeding \$500, to be recovered by action in the name of the State, and on collection paid into the county treasury for the benefit of the common school fund.

Section 3. Every officer or agent of any such corporation who shall violate any of the provisions of this act shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in any sum not exceeding \$100, or imprisoned in the jail of the county not exceeding thirty days, or both, at the discretion of the court, and shall pay the costs of prosecution.

Section 4. It shall be the duty of the superintendent of insurance, upon being satisfied that any such corporation, or any agent thereof, has violated any of the provisions of this act, to revoke the license of the company or agent so offending, and no license shall be granted to such company or agent for one year after such revocation.

The legislature of 1908 amended section one of the act by adding the words: "or give, sell or purchase, or offer to give, sell or purchase as inducement to insurance or in connection therewith any stocks, bonds or other securities of any insurance company or other corporation, association or partnership, or any dividends or profits to accrue thereon or any thing of value whatsoever not specified in the policy."

OREGON. The Oregon law was enacted in 1907, and is an amendment to Section 3722 of Bellenger and Cotton's annotated codes and statutes of Oregon. It reads as follows:

No life insurance company or any of its representatives doing business in this State shall make or permit any distinction or discrimination in favor of individuals between insureds of the same class and equal expectation of life in the amount of the payment of premiums or rates charged for any of its policies of life or endowment insurance, or in the dividends or other benefits payable thereon, or in any other of the terms and conditions of the contracts it makes; nor shall any such company or any representative thereof make any contract of insurance, or agreement as to such contract, other than as plainly expressed in the policy issued thereon; nor shall any such company or representative pay or allow, or offer to pay or allow, as inducement to insurance, any rebate of premiums payable on the policy, or any special favor or advantage in the dividends or other benefits to accrue thereon, or any valuable consideration or inducement not specified in the policy contract of insurance.

The penalty for violation of the act is revocation of license and a fine not to exceed \$500 or imprisonment not exceeding six months, or both, in the discretion of the court.

PENNSYLVANIA. The law of 1889, as amended in 1895, was repealed by the legislature of 1909, and a new law enacted in its place of which section one reads as follows:

Section 1. That no insurance company organized under the laws of or doing business in this Commonwealth or any officer, agent, solicitor or representative thereof or any insurance broker shall pay, allow or give or offer to pay allow or give directly or indirectly as inducements to insurance nor shall any person knowingly receive as such inducement to insurance any rebate of premiums payable on the policy or any special favor or advantage in the dividends or other benefits to accrue thereon or any paid employment or contract for services of any kind or any special advantage in date of policy or age of issue or any valuable consideration or inducement whatever not specified in the policy contract of insurance or give sell or purchase or offer to give sell or purchase as inducements to insurance or in connection therewith any stock bonds or other securities of such insurance company or other insurance company or any dividends or profits to accrue thereon except as hereinafter provided.

No life insurance company organized under the laws of or doing business in this Commonwealth shall make or permit any distinction or discrimination in favor of individuals between insureds of the same class with equal expectation of life in the amount or payment of premiums or rates charged for policies of life or endowment insurance or in the dividends or other benefits payable thereon or in any of the terms and conditions of the contracts it makes nor shall any such company or agent thereof make any contract of insurance or agreement as to such contract other than as plainly expressed in the policy issued thereon. * * *

The act permits companies authorized under the laws of Pennsylvania prior to the first of March, 1909, and engaged in selling stock to policyholders, "to continue the sale of the same until the amount of capital or guarantee capital which such companies are authorized by law to have shall have been disposed of," and the act also makes it lawful for any life insurance company organized on the mutual assessment plan under the laws of Pennsylvania prior to March 1, 1909 and actually engaged prior to and on said date in selling by option or otherwise to its policyholders the stock of a proposed joint stock life insurance company to be organized for the purpose of taking over the business of said mutual company to continue the sale of the same until the amount of capital, which joint stock companies are authorized by law to have shall have been disposed of. No person shall be excused from testifying in any trial for a violation of the law on the ground that such testimony may tend to incriminate him, but no person shall be prosecuted for or on account of such testimony as he may give.

Any insurance company, its officers, solicitors or agents, any insurance broker or any person violating the provisions of the law is subject to a fine of \$500, and shall also be disqualified from acting as an agent or broker for a term of three years thereafter.

RHODE ISLAND. The Rhode Island law is Section 1, Chapter 183 of the Laws of 1896, and is as follows:

Section 1. No life insurance company organized or doing business within this State shall make any distinction or discrimination as to the premiums or rates charged for policies upon the lives of persons insured, except such as shall apply to all persons of the same age, sex, general condition of health, and hope of longevity, nor shall any such company make or require

any rebate, diminution, or discount upon the sum to be paid on any policy in case of the death of the person insured, nor insert in the policy any condition, nor make any stipulation, whereby the person insured shall bind himself, his heirs, executors, administrators, and assigns, to accept any less sum than the full value or amount of the policy in case of a claim accruing thereon by reason of the death of the person insured, other than such as are imposed upon all persons in similar cases, and any such stipulation or condition so made or inserted shall be void.

Section 3 makes it unlawful for any agent of any life insurance company to make any distinction as to the time and manner of collecting dues upon policies. The penalty for violation of the act is a fine not exceeding one hundred dollars.

SOUTH CAROLINA. The law is section 2 of an act passed in 1908, and reads as follows:

No life insurance company doing business in this state shall make or permit any distinction in favor of individuals between insureds (the insured) of the same class and equal expectation of life, in the amount of the payment of premiums or rates charged for policies of life or endowment insurance, or in the dividends or other benefits payable thereon, or in any other of the terms and conditions of the contracts it makes. Nor shall any such company, or agent thereof, make any contract of insurance or agreement as to such contracts other than as plainly expressed in the policy issued thereon; nor shall any such company or an officer, agent, solicitor or representative thereof, pay, allow or give, or offer to pay, allow or give, directly or indirectly as inducement to insurance, any rebate of premium payable on the policy, or any special favor or advantage in the dividends or other benefits to accrue thereon, or any paid employment or contract for services of any kind or any valuable consideration or inducement whatever not specified in the policy contract of insurance; nor give, sell or purchase, as inducement to insurance or in connection therewith any stocks, bonds or other securities of any insurance company or other corporation, association or partnership, or any dividends or profits to accrue thereon, or anything of value whatever, not specified in the policy.

The penalty for violation is a fine of not less than \$100 nor more than \$500, or imprisonment for not less than 30 nor more than 90 days, or both, and costs of prosecution, and revocation of license.

TENNESSEE. The Massachusetts law was made Section 28 of the general insurance law enacted in 1895. The penalty for violation was made from \$100 to \$500 for each offense, and if by an officer or agent, \$100 to \$200, and not exceeding thirty days imprisonment.

VERMONT. Vermont passed the law in 1888, affixing as a penalty for its violation a fine of not more than \$500.

VIRGINIA. Section 34 and 35 of the laws of 1906 creating an insurance department. The law reads:

No life insurance corporation doing business in this State shall make any discrimination in favor of individuals of the same class, or of the same expectation of life, either in the amount of premium charged or in any return of premium, dividends or other advantages. No agent of any such corporation shall make any contract for insurance or agreement as to such contract other than that which is plainly expressed in the policy issued. No such corporation or agent thereof shall pay, or allow or offer to pay, or allow as an inducement to any person to insure any rebate of premium or any special favor or advantage whatever in the dividends to accrue thereon, or any inducement what-

ever not specified in the policy. If it shall appear to the satisfaction of the commissioner of insurance, after hearing by him, upon due notice, that any corporation is issuing policies or making contracts that are directly or indirectly in violation of this section, he shall, upon the written approval of the corporation commission, require such corporation, and its officers and agents, to refrain within twenty days from making any such policy or contract.

The penalty for violation is a fine of not less than \$100 nor more than \$500 for each offense, and revocation of license.

WASHINGTON. The Washington legislature passed an act in 1905. Section 1 reads as follows:

Section 1. No life insurance company doing business in this state shall make or permit any distinction or discrimination in favor of individuals between insureds of the same class and equal expectation of life in the amount of payment of premiums or rates charged for policies of life or endowment insurance, or in the dividends or other benefits payable thereon, or in any other of the terms and conditions of the contracts it makes; nor shall any such company or any agent thereof make any contract of insurance, or agreement as to such contract, other than as plainly expressed in the policy issued thereon; nor shall any such company or agent pay or allow, or offer to pay or allow as inducement to insurance, any rebate of premiums payable on the policy, or any special favor or advantage in the dividends or other benefits to accrue thereon, or any valuable consideration or inducement not specified in the policy contract of insurance.

Every corporation violating any of the provisions of this act shall be fined in any sum not exceeding \$500, and every officer or agent of any such corporation who shall violate any of the provisions of this act shall be deemed guilty of a misdemeanor and shall be fined in any sum not exceeding \$500 or imprisonment in the county jail not exceeding six months. The act specifically exempts fraternal associations or secret societies.

WEST VIRGINIA. The West Virginia law is a literal copy of the first two sections of the New York amended law of 1889 [see Cyclopaedia for 1890], except where the word "auditor" is substituted for those of "superintendent of the insurance department." The penalty for violation is made not less than \$100 nor more than \$500.

WISCONSIN. The law is section 19550 of the laws of 1891, amended in 1907 and reads as follows:

1. No life insurance company doing business in this state shall make or permit any distinction or discrimination in favor of individuals between insureds of the same class and equal expectation of life in the amount or payment of premiums or rates charged or in any return of premium, dividends or other advantages.

2. No such company or any agent thereof shall make any contract or agreement as to such contract other than as plainly expressed in the policy issued pursuant thereto, nor pay or allow or offer to pay or allow any rebate of premium payable on the policy, or any special favor or advantage *whatever* in the dividends or other benefits to accrue thereon, or any valuable consideration or inducement *whatever* not specified in the policy.

3. No such company or any agent thereof shall at the time of soliciting insurance or issuing a policy, or at any time in consideration of or in connection with a policy issued or proposed to be issued, make or offer to make any contract or agreement *whatever* for any deduction from any premium or any addition to any dividend or other benefit *whatever*, on account of services rendered or to be rendered by the applicant for the policy or any person

interested therein, either as an advisor of the company or as a member of an advisory or similar board or body or in any other capacity or manner whatever nor contract for, sell or offer for sale any stock of such life insurance company or any stocks, bonds or other certificates representing any interest or property in any organized company or corporation which shall at the time be under any contract or agreement whatever with such life insurance company, or own or control any of the stock thereof, or in any case where any part of the stocks, bonds or certificates of indebtedness of such company or corporation shall be owned or held by such life insurance company. No person shall so contract with any such company or agent thereof, or receive any such favor, privilege or advantage, within the meaning of this act.

Section 4 provides that: Any officer, director or agent afore-said or person contracting with such company, officer, director or agent, in violation of any of the provisions of this section shall be punished by a fine of not less than fifty dollars nor more than three hundred dollars or by imprisonment in the county jail for a term not exceeding six months, or by both such fine and imprisonment, and Section 5 provides for revocation of license by the commissioners for a term of three years whenever it appears to his satisfaction that said person has violated the law. Section 6 requires that on demand of the commissioner all forms of policies or other contracts pertaining to any contract of insurance shall be furnished, and provides a penalty of revocation of license for failure to comply within fifteen days after such demand is made. Section 7 provides that no one shall be excused from testifying to anything prohibited in the act, on the ground that the testimony would tend to incriminate him, but Section 8 provides that no person shall be liable in any suit or prosecution, civil or criminal for or on account of any transaction, matter or thing concerning which he may testify or produce evidence.

WYOMING. This state passed an anti-rebate law January 22, 1891 (Chapter 101, Session Laws of 1891), and amended it in 1897. It provides a penalty of \$500 for every violation when the amount is \$25,000 or less, and \$500 for every additional \$25,000.

STATES IN WHICH LEGISLATION HAS FAILED. The above are all the states in which anti-rebate laws have been passed. In the legislatures of other states and territories and the Congress of the United States, legislating for the District of Columbia, anti-rebate bills have been introduced and failed. These are as follows, the years in which the bills were introduced being also given:

1888—Georgia.

1889—Illinois (introduced again in 1891 and passed), New Hampshire (introduced again in 1891 and passed), New Jersey, Rhode Island, Tennessee (introduced again in 1895 and passed), Wisconsin (introduced again in 1891 and passed).

1890—Kentucky (introduced again in 1892 and passed).

1891—California, Florida, Indiana, Kansas, Missouri, Minnesota, Nebraska, North Carolina, Texas.

1892—New Jersey (second time).

1893—Indiana (second time), Minnesota (second time, introduced a third time in 1895 and passed), Missouri (second time), Nebraska (second time), New Jersey (third time).

1894—New Jersey (fourth time). Introduced again in 1895 and passed.

1895—Arkansas, Idaho, Indiana (third time), Montana, Nebraska (third time), Oklahoma.

1896—Virginia.

1897—Kansas (second time), Missouri (third time), New Mexico, Wyoming.

1898—A bill to repeal the anti-rebate law in Kentucky failed.

1899—Missouri (fourth time), and the Congress of the United States, for the District of Columbia.

1900—Virginia (second time). A bill in the Maryland legislature to amend the law failed.

1901—Indiana (fourth time), Nebraska (fourth time), South Carolina. The Delaware law was revised. Bills in the Michigan and New Jersey legislatures to repeal the law failed.

1902—New Jersey repealed its law, but the repeal was vetoed by the governor.

1903—South Dakota passed a repeal bill, which was vetoed by the governor. Anti-rebate bills failed in North Dakota and Washington state.

1904—Kentucky. A bill to repeal the anti-rebate law was defeated. An anti-rebate bill failed in Georgia (second time).

1905—Indiana (fifth time), Missouri (fifth time), Oregon, Kansas, Oklahoma, and Utah. The Idaho law was amended. An attempt was made to repeal the North Carolina law but failed. The New York law was amended in 1906.

1907—Indiana (sixth time), Wyoming, South Carolina, West Virginia, Missouri, and Oregon passed laws and the Maine, Connecticut, and Colorado laws were amended. The laws of Ohio and Louisiana were amended in 1908, and in 1909 Indiana passed an anti-rebate law.

APPEL, DANIEL FREDERICK, vice-president of the New England Mutual Life Insurance Company, was born in Cumberland, Md., June 24, 1857. From 1875 to 1885 he was engaged in fire insurance work as local agent in Pennsylvania and field agent in the West. Was appointed Indiana general agent for the New England Mutual Life in March, 1885, superintendent of agencies in March, 1895, and was elected secretary in March, 1905. He was elected to his present position in 1908.

APPLETON, SAMUEL, United States manager for the Employers' Liability Assurance Corporation of London, was born in the city of New York April 7, 1846. He was liberally educated, and from 1862 to 1867 held a position in an importing house in Boston, since which time he has been in the insurance business. He was manager of a fire insurance company in Boston from 1869 to 1884, and from 1886 to 1899 general agent at Boston for The Employers' Liability Assurance Corporation. March 1, 1899, he was appointed one of the United States managers in the firm of Appleton & Dana, Boston, Mass., and on January 1, 1903, he became sole manager and attorney.

APPORTIONMENT. [See Policies, Non-Concurrent.]

ARIZONA, INSURANCE SUPERVISION IN, 1887-1909. By an act passed in 1887 the territorial treasurer of Arizona was charged with the supervision of insurance, but in 1901 an act was passed transferring the authority to the territorial secretary. The officers in charge have been C. B. Foster, 1887-1890; J. Y. T. Smith, 1890-1891; William Christy, 1891-1893; James A. Fleming, 1893-1895; P. J. Cole, 1895-1897; T. E. Parish, 1897; C. W. Johnstone, 1897-1898; T. W. Pemberton, 1898-1901; Charles H. Akers, 1901-1903; Isaac C. Stoddard, 1903, resigned 1904; W. F. Nichols, 1904-1908. The present territorial secretary is John H. Page, who was appointed from April 1, 1908.

ARKANSAS, INSURANCE SUPERVISION IN, 1873-1909. By the insurance law of 1873 the auditor of the state, who is elected by the people for two years, is charged with the duty of insurance supervision. The officials have been as follows:

Stephen Wheeler,	1873-74	W. S. Dunlop,	1887-93
W. R. Miller,	1874-77	Charles B. Mills,	1893-97
John Crawford,	1877-83	Clay Sloan,	1897-99
A. W. Files,	1883-87	T. C. Munroe,	1899-05
		A. E. Moore,	1905-09

John R. Jobe is the present auditor.

ARKANSAS LIFE UNDERWRITERS ASSOCIATION was organized in March, 1907, with the following officers: President, H. L. Rimmel, Little Rock; vice-president, R. C. Bright; second vice-president, H. M. Ramey; secretary, R. R. Thompson, Texarkana; treasurer, J. A. Gray. The present officers elected at the annual meeting in March, 1909, are: President, H. L. Rimmel, Mutual Life; vice-president, R. C. Bright, Fidelity Mutual; second vice-president, H. M. Ramey, Mutual Life of Chicago; secretary, R. R. Thompson, Texarkana, New York Life; treasurer, J. A. Gray, New York Life.

ARKANSAS LOCAL FIRE INSURANCE AGENTS' ASSOCIATION was organized at Little Rock, June 12, 1901, by sixty-five agents of the state. Officers were elected as follows: Allan Kennedy, Fort Smith, president; A. W. Mills, Pine Bluff, secretary; W. Z. Tankersley, Pine Bluff, treasurer. The officers elected at the annual meeting, held in 1908, are: President, A. L. Malone, Jonesboro; vice-president, W. J. Little, Hot Springs; second vice-president, R. W. Rightsell, Little Rock; secretary, M. Embree Scott, Little Rock.

ARKWRIGHT MUTUAL FIRE INSURANCE COMPANY, Boston, Mass. Organized 1860. R. W. Toppan, president; D. W. Bartlett, vice-president and secretary.

ARLINGTON FIRE INSURANCE COMPANY FOR THE DISTRICT OF COLUMBIA, Washington, D. C. Organized 1872; capital, \$100,000. S. Thomas Brown, president; E. McC. Jones, secretary.

ARSON. At common law arson is the malicious and wilful burning of the house or outhouse of another. Arson was formerly punishable with death, and is so now in some states, but generally it has been made a statutory offense and the statute prescribes the penalty. [See Incendiary.]

ASHBROOK, JOSEPH, vice-president and manager of the Insurance Department of the Provident Life and Trust Company of Philadelphia, was born in that city, August 4, 1840. He was educated in its public schools, and at the age of fifteen entered the office of a firm of stock brokers. Enlisting in the 118th Pennsylvania regiment, he served throughout the civil war, being severely wounded shortly after entering the service in 1862, and brevetted major for gallant service in the Wilderness campaign. Soon after the close of the war, Major Ashbrook became superintendent of agencies of the Provident Life and Trust Company and in 1881 was appointed manager of its insurance department. In 1906 he was elected vice-president, in addition to his former office.

ASSESSMENT LIFE AND ACCIDENT INSURANCE ASSOCIATIONS. Notices of the principal organizations of this class will be found in their alphabetical places in this volume.

ASSESSMENT LIFE AND ACCIDENT INSURANCE BUSINESS IN 1908. [For statistics of the business see Fraternal Beneficiary Orders, National Fraternal Congress, Associated Fraternities, Life Insurance Aggregates.]

ASSESSMENT LIFE AND ACCIDENT INSURANCE IN THE COURTS. [See Legal Decisions Affecting Insurance.]

ASSETS. In insurance the entire property of the company. In making annual statements net or ledger assets are distinguished from gross assets, although the distinction is sometimes an uncertain one. In fire insurance the rule is to admit all assets "available to pay losses." This excludes furniture and fixtures, supplies, etc. In life insurance agents' balances, bills receivable, furniture, etc., and a percentage of uncollected premiums are deducted. Gross uncollected premiums are returned in fire insurance, and commissions on same are charged as liability.

ASSOCIATED FRATERNITIES OF AMERICA was organized at a meeting held in Chicago March 22, 1901, by representatives of the younger fraternal orders in opposition to the National Fraternal Congress. Forty-two societies were represented, and a constitution and by-laws were adopted, and its purposes were declared to be "to unite all reputable fraternal beneficiary orders of America for concert of action in all matters of mutual interest, and for mutual protection, benefit, and improvement in all things tending to growth, permanency, and usefulness, and for the prevention of all things tending to injure their progress." C. H. Robinson of the Brotherhood of American Yeomen, Des Moines, Ia., was elected president, and Edmund Jackson of the Mystic Workers of the World

of Fulton, Ill., secretary and treasurer. The eighth annual meeting of the Associated Fraternities was held in Chicago, August 24, 25, 26 and 27, 1908. President Hanley presided and after addresses of welcome, delivered his annual address, in which he said the outlook for fraternal beneficiary societies in many respects was brighter and more satisfactory than it had ever been before. He reviewed briefly legislation in the states, and especially proposed legislation regarding rates and regulation of fraternal societies, and expressed the opinion that none of the societies could afford longer to oppose minimum rate legislation as to new business. The proper course, he said, was to take part in the efforts to secure legislation and to see that the legislation was what it should be, and that it should be uniform and apply to all fraternal alike. Reports from committees were presented, and papers were read as follows: "Re-adjustment and Competition," by Abb Landis; "English Fraternal," by C. H. Robinson; "Valuation in Its Relation to Fraternal Societies," by B. W. Jewell; and "National Fraternal Congress Table of Mortality," by W. F. Barnard. The committee on statistics reported a total membership at the close of 1907 of 1,248,703; an increase for the year of 176,641. The total protection written during the year was \$307,357,051.50, and the amount in force at close of 1907 was \$1,340,080,971.80; an increase for the year of \$138,948,966.80. The amount of protection terminated by death was \$10,242,806.30; and by lapse \$158,165,278.40. The total income for the year was \$20,227,801.26, and the total paid members in 1907 was \$13,737,396.13. A resolution was adopted stating that an American Fraternal Experience Table of Mortality, constructed from material now available and by actuaries of recognized professional standing, was one of the most urgent needs, and appointing a commission of three to co-operate with other associations or individual societies for the construction of such a table. Officers were elected as follows: President, Joseph Cullen Root; vice-president, E. W. Donovan; secretary and treasurer, C. H. Robinson.

ASSOCIATION OF FIRE UNDERWRITERS OF BALTIMORE CITY. Incorporated 1889. The present officers, elected in January, 1909, are: President, Henry M. Warfield; vice-president, William Cunningham; secretary, Charles E. Willet; treasurer, George E. Taylor; chief inspector, Charles E. Willet; executive committee: G. Harlan Williams, chairman; M. O. Selden, William Cunningham, Edw. W. Thompson, John H. Sirich, Chas. H. Koppelman; rating committee: Marion K. Burch, chairman; John G. Price, Howard T. Williams, Harry T. Poor, Edgar H. Donaldson, John W. Hewes, William W. Baldwin.

ASSOCIATION OF FIRE UNDERWRITERS OF INDIAN AND OKLAHOMA TERRITORIES was organized at Excelsior Springs, Mo., May 5, 1897, on the occasion of the annual meeting of the Kansas Field Club. The officers elected were: C. F. Hardy, president; R. S. Yocum, vice-president; F. J. Cornelius, secretary. The officers and executive committee elected at the meeting held

in April, 1908, are: President, John L. Misner, Shawnee; vice-president, W. M. Gregory, Pennsylvania; secretary-treasurer, F. F. Porter, Sun of New Orleans. The association is inactive as a result of the enactment of an anti-compact law in the state.

ASSOCIATION OF FIRE UNDERWRITERS OF THE DISTRICT OF COLUMBIA. At a meeting in January, 1901, a reorganization of this association was effected, a new constitution, by-laws, and rules being adopted. The new association was called the Board of Fire Underwriters. The Board became disorganized in 1908 and efforts to reorganize it were made, but unsuccessfully.

ASSOCIATION OF LIFE INSURANCE MEDICAL DIRECTORS OF AMERICA was organized December 6, 1889, in New York, by the medical directors of leading life insurance companies. The present officers, elected at the annual meeting held in New York, October 22, 1908, are: President, Thos. H. Willard, Metropolitan Life; vice-president, Geo. Wilkins, Sun Life, Montreal; second vice-president, R. L. Lounsberry, Security Mutual, Birmingham, N. Y.; treasurer, A. S. Knight, Metropolitan Life; secretary, Wm. E. Porter, Mutual Life of New York, 32 Nassau St.; executive committee, W. R. Bross, Equitable; E. K. Root, Aetna Life; Dr. Oscar H. Rogers, Mutual Life of New York.

ASSOCIATION OF LIFE INSURANCE PRESIDENTS, THE, was organized at a meeting in New York in January, 1907. The objects of the association as stated in the constitution are: To promote the welfare of policy-holders; to advance the interests of life insurance; to prevent extravagance and reduce expenses by an interchange of views on practice among life insurance companies in matters of general administration; to consider carefully important measures that may be introduced from time to time in legislative bodies, with a view to ascertaining and publicly presenting the grounds which may exist for their adoption or rejection by the legislature; to consider anything that may be suitably a matter of general concern to the life insurance business. Ex-President Grover Cleveland was the first chairman, and Robert Lynn Cox, secretary, and the executive committee was as follows: Paul Morton, Equitable Life; S. C. Dunham, Travelers; Thomas A. Buckner, New York Life; George E. Ide, Home Life; L. G. Fouse, Fidelity Mutual; Haley Fiske, Metropolitan; Charles A. Peabody, Mutual Life, and the chairman of the association. Ex-President Cleveland, who had been chairman of the association since its organization in 1907, died June 24, 1908, and at a meeting in October following changes in the plan of organization were adopted by which the offices of permanent chairman and secretary were abolished. In their place the office of general counsel and manager was created and Robert Lynn Cox, the former secretary, was appointed to the position. The position of actuary was also created and J. J. Brinkerhoff, formerly actuary of the Illinois insurance department, was appointed actuary, and William J. Tully was appointed counsel to the association.

The second annual meeting of the association was held in the assembly hall of the Metropolitan Life, N. Y., December 4 and 5, 1908. The first day's session was devoted to memorial exercises in honor of Ex-President Grover Cleveland, and memorial addresses were delivered by President Paul Morton, of the Equitable Life, and President John H. Finley of the College of the City of New York, and letters of tribute from Ex-Vice-President Adlai E. Stevenson, David R. Francis, ex-secretary of the Interior, Judson E. Harmon, ex-attorney general, Hilary A. Herbert, ex-secretary of the Navy and Hoke Smith, ex-secretary of the Interior, were also read. Charles A. Peabody, president of the Mutual Life acted as chairman, and at the conclusion of the memorial exercises consideration of the question of taxation was taken up and several papers read.

"Taxation of Life Insurance in the United States" was the subject of an address by General Manager and Counsel Cox, in which he briefly reviewed the purposes of the conference, and the various methods of taxing insurance adopted by the different states, and in conclusion said, "that whatever plan is suggested must be modified to fit local conditions, keeping in mind the essential result that taxes shall be reduced, and in a way that will tend toward equalization of burden as between policyholders," and, he added, let it be understood that "the tax problem is the policyholders problem." President John F. Dryden of the Prudential also delivered an address in which he pointed out that the burden of taxation was the policyholders burden, and suggested that in theory life insurance should not be taxed at all. There could be, however, no reasonable objection to the taxation of the real property of insurance companies provided it is taxed at the same rate as property of other commercial institutions, nor to a reasonable license fee or the expenses of effective state supervision. Continuing he discussed the complex and burdensome methods of taxation; methods differing in different states, and said it was not only the problem of present over-taxation which confronts companies, but the constant risk of increased taxation was more of a menace. Mr. Dryden suggested that a tax of one per cent. on premium income, in lieu of all other charges, except taxes on real estate, should be the maximum tax rate on life insurance that should ultimately obtain, and in conclusion said. "The problem before us is a practical one. Life insurance is greatly over-taxed. The prospect of securing the general adoption of a perfect system of taxation is too remote for serious consideration. A uniform premium income tax of one per cent. would be a practical working basis. It would more than repay the states for their supervision and protection, and would materially decrease the cost of life insurance to the millions of American policyholders."

Dr. Lester W. Zartman, of Yale University, delivered an address, entitled "Necessity for Reform of Life Insurance Taxation," in which the whole question of taxation was discussed at length, and a tax on premiums shown to be illogical. The speaker discussed various methods of taxation, and in conclusion said.

"Uniformity among the states can be secured in two ways, by the states with a low rate increasing their rates to the level of the high rate states, or by the high rate states lowering their rates. It is much to be desired that uniformity should be obtained through the decrease in rates by the high states. It would be a move in the right direction. Since some reform is better than none, and since it does seem possible at this time to secure this much if nothing further can be secured, let us at least secure uniformity of rates of taxation upon life insurance in the various states.

"A brief summary of this extended discussion may not be out of place. It has been maintained:

"1. That under the existing general property tax system in force in most of the states, some tax ought to be levied on life insurance.

"2. That present methods of taxing insurance are unjust.

"3. That the best remedy would be for the states to abolish the general property tax, or at least to amend it in such a way as to include only tangible wealth as subject to taxation.

"4. That if the general property tax cannot be abolished, substitute for the indirect tax upon the policy-holders a direct tax upon them, making the reserve values of policies subject to taxation, not to the company, but to the policy-holders directly.

"5. That if no other reform can be secured, the policy-holders have a right to demand uniform rates of taxation by the various states, uniformity being secured generally by a reduction in the rates of the high tax states."

Other papers read were one by Robert H. Whitten, librarian and statistician, New York Public Service commission, on "The Spread of Legislation and the Need for Improved Legislative Methods," and by Samuel B. Smith, president of the American Life convention, entitled "A Message from the South and West." Mr. Smith advocated a campaign of education on the tax question, suggested the necessity of insurance men frankly agreeing on the measures of reform, and pledged the co-operation of the American Life Convention in working for needed reforms. Following the reading of the papers the taxation question was discussed by the members present at some length, and at its conclusion the following resolution, presented by President Morton of the Equitable Life, was adopted:

WHEREAS, The able papers presented yesterday and the discussion of to-day indicates a unanimous feeling that life insurance taxation should be more consistent, uniform and less burdensome to policy-holders,

Be it Resolved, That it is the sense of this assembly that the entire question be referred to the executive committee of the American Life convention, and of the Presidents' association, a committee of the Canadian Life Officers' association or representatives of that body, for such action as they may deem necessary, it being understood that so far as possible they co-operate with a committee representing the State Superintendents of Insurance.

Robert Lynn Cox, general counsel and manager of the association was re-elected and the executive committee was re-elected as follows: T. A. Buckner, vice-president, New York Life; S. C. Dunham, president, The Travelers; Haley Fiske, vice-president, Metropolitan Life; L. G. Fouse, president, Fidelity Mutual Life; George E. Ide, president, Home Life; Paul Morton, president, Equitable Life, and Charles A. Peabody, president, Mutual Life. A meeting of the joint committee named in the above resolution was held in Chicago, in January, 1909, and after an extended discussion of the best general plan for obtaining relief the conference unanimously adopted the following:

Resolved: That all laws imposing on non-resident life insurance companies a tax based on premium receipts, should permit death losses and all payments to policy holders to be deducted from such receipts before computing the tax due thereon, and that such taxes should be in lieu of all other taxes, general and local, except taxes on real estate and on tangible personal property.

ASSOCIATIONS OF SUPERINTENDENTS AND CAPTAINS OF FIRE PATROLS, SALVAGE CORPS, AND PROTECTIVE DEPARTMENTS OF THE UNITED STATES. At the annual convention of the National Association of Fire Engineers held at Louisville, Ky., in October, 1892, the chiefs of fire patrols and salvage corps who were present as delegates in the convention had a separate meeting and organized an association, taking the above title. The purposes of the association as set forth were as follows: The promotion of friendly relations between fire departments and fire patrols of the same city; the collection of statistics regarding incendiaryism and means of protection of property at fires, and mutual social conventions. The officers elected for the first year were: Captain A. C. Hull, superintendent of the Fire Patrol of New York, president; J. F. Pelletier, captain of the Fire Patrol of Kansas City, Mo., secretary and treasurer.

At the seventeenth annual meeting held in Columbus, Ohio, August 25, 26, 27 and 28, 1908, Jno. Glanville of St. Louis was elected president, and Frank Whitmore of St. Paul, was elected secretary and treasurer. Twelve states were represented at the meeting. The 1909 meeting will be held in Grand Rapids, Mich. [For account of meetings from 1893 to 1902 see Cyclopedia of 1900-1901 and 1902-1903.]

The following is a list of organizations represented in the association:

Cities.	Association.	When Organized.	Superintendents or Captains.
Newark, N. J.,	Salvage Corps, . . .	July 1, 1879,	H. S. Martin.
Providence, R. I.,	Protective Department,	Feb. 1, 1875,	Chas. H. Swan
New York City,	Fire Patrol, . . .	Oct. 3, 1839,	Fred. S. Groves.
Chicago, Ill.,	Fire Insurance Patrol,	Oct. 1, 1871,	E. T. Shepherd.
Cincinnati, Ohio,	Salvage Corps, . . .	Nov. 16, 1886,	J. J. Conway.
Kansas City, Mo.,	Fire Patrol, . . .	June 1, 1889,	J. F. Pelletier.
Worcester, Mass.,	Protective Department,	Dec. 1, 1875,	H. R. Williamson.
Albany, N. Y.,	Protective Department,	Sept. 17, 1872,	F. H. Weatherwax.
Philadelphia, Pa.,	Fire Insurance Patrol,	July 15, 1869,	Geo. R. Stillman.
St. Louis, Mo.,	Underwriters Salvage Corps,	July 4, 1874,	Jno. Glanville.
Boston, Mass.,	Protective Department,	Mar. 10, 1868,	Samuel Abbott, Jr.
San Francisco, Cal.,	Fire Patrol, . . .	April 30, 1875,	J. F. O. Comstock.
Memphis, Tenn.,	Salvage Corps, . . .	May 17, 1893,	M. P. Conroy.
Brooklyn, N. Y.,	Fire Insurance Salvage Corps,	Dec. 16, 1895,	Jno. J. Cashman, Jr.
Janesville, Wis.,	Fire Police Patrol,	Mar. 17, 1855,	John B. Whiting.
Baltimore, Md.,	Fire Insurance Salvage Corps,	July 4, 1873,	M. W. Jordan.
Louisville, Ky.,	Salvage Corps, . . .	April 14, 1888,	B. Duffy.
Minneapolis, Minn.,	Salvage Corps and Fire Patrol	Oct. 15, 1895,	John T. Ruane.
St. Paul, Minn.,	Fire Insurance Patrol,	Oct. 8, 1895,	Frank Whitmore.
New Orleans,	Fire Insurance Patrol,	Mar. 20, 1873,	James Walsh.
Duluth, Minn.,	Duluth Salvage Corps, .	Feb. 1, 1895,	John T. Black.
Milwaukee, Wis.,	Fire Ins. Patrol, . . .	Dec. 1, 1886,	M. J. Curtin.

ASSOCIATION OF LIFE UNDERWRITERS. [See Life Underwriters' Association.]

ASSOCIATIONS OF STATE BOARDS OF FIRE UNDERWRITERS. [See Fire Underwriters' Associations.]

ASSURANCE COMPANY OF AMERICA of New York. Organized 1897; capital, \$200,000. R. B. Rathbone, president; Charles S. Conklin, secretary.

ATLANTA, GA., MANAGERS OF DEPARTMENTS, WITH HEADQUARTERS AT.

FIRE.

Companies.	Managers.
Aachen & Munich,	Dan B. Harris.
Alliance, Phila.,	Edward S. Gay.
Atlanta Home,	D. Brown, Sec'y.
British America,	George J. Dexter.
Citizens of Mo.,	Egleston & Prescott.
Fire Asso. of Phila.,	W. E. Chapin.
Girard, Phila.,	J. C. Whitner & Co.
Hamburg-Bremen,	W. F. Pattillo.
Hartford Fire,	Egleston & Prescott.
Ins. Co. of N. Amer.,	Edward S. Gay.
Jefferson,	Hughes & Yates.
New Brunswick, N. J.	Hughes & Yates,

Companies.	Managers.
Palatine,	John C. Whitner & Co.
Pennsylvania Fire,	W. E. Chapin.
Phenix of Brooklyn,	H. C. Stockdell.
Phila. Underwriters,	Edward S. Gay.
Queen of America,	S. Y. Tupper.
Royal,	Milton Dargan.
Southern of Lynchburg,	Geo. N. Hurt.
Security, Co.,	Dan B. Harris.
Sun of New Orleans,	John C. Whitner & Co.
Western of Toronto,	George J. Dexter.

LIFE.

Ætna Life,	W. E. Hawkins.
American of Galveston,	J. W. Popham.
American Nat'l., Va.,	Moorefield & Bishop.
Citizens Life,	John S. Cameron.
Columbian National,	
Boston,	Alfred C. Newell & Bros.
Des Moines Life,	Charles G. Smith.
Equitable of N. Y.,	F. C. Burr.
Empire Life,	Wm. W. Reid, Prest.
Fidelity Mutual,	Oscar Palmour.
Germania,	R. N. R. Bardwell.
Guarantee of Houston,	T. F. Martin.
Greensboro Life N.C.,	Fred. W. Hogan.
Home Life of N. Y.,	C. C. McGehee, Jr.
Illinois Life,	J. C. Tumlin.
Life Ins. Co. of Va.,	B. Lewis Burwell.
Manhattan Life,	M. B. Young.
Maryland Life Md.,	Davis & Griffin.
Massachusetts Mutual,	Allen Wilder.
Metropolitan Life,	A. R. Wright.
Meridian Life & Trust,	E. C. Lester.
Missouri State,	Browne & Preston.
Michigan Mutual,	F. L. Woodruff.
Mutual Benefit,	Angier & Foreman.
Mutual Life,	R. F. Shedden.

Nat'l Life U.S. of A	
National of Vt.,	Geo. M. Hope & Co.
New England Mutual,	T. B. Lumpkin.
New York Life,	R. L. Cooney.
Northwestern Mutual,	W. Woods White.
Pacific Mutual,	A. L. Johnson.
Penn. Mutual Life,	Bagley & Willet.
Philadelphia Life,	
Phoenix Mutual Life,	Charles S. Northern.
Provident Savings Life,	J. R. Nutting & Co.
Prudential,	J. W. Skinner.
Reliance Life,	Pearce, Maddox & Pearce.
Reserve Loan Life,	
Security Mutual Life,	Renfroe Jackson.
South-Atlantic Life,	
Southern States Life,	Wilmer L. Moore.
Prest.	
State Life (Ind.),	C. V. LeCraw.
State Mutual, Mass.,	John D. Pickett.
State Mutual of Ga.,	Walter A. Taylor.
Travelers,	Haas & Co.
United American Life,	N. P. Browne.
Union Central,	Thomas H. Daniel.
Union Mutual,	J. L. Riley & Co.
Volunteer State,	Frank Akers.

MISCELLANEOUS.

Philadelphia Casualty,	Cofield & Coleman.
Ætna Indemnity,	Fair Dodd.
Ætna Life (Accident),	Charles C. Thorn.
Ætna (Liab. Dept),	Lipscomb & Co.

Pennsylvania Casualty,	King & Drake.
Preferred Accident,	John D. Owens.
Standard Acc.,	W. R. Joyner & Son.
Federal Casualty,	John R. Thornton.

Companies.	Managers.	Companies.	Managers.
Amer. Bonding Co.,	Edward M. Durant & Co.	Fidelity & Deposit,	Aaron Haas, Son & Howell.
Amer. Surety Co.,	M. M. Jackson.	Frankfort Marine Acc.	Fair Dodd.
Empire State Surety,	Reese Perry.	General Acc., Perth,	Davis & Griffin.
Empl. Liab. of London	W. W. Cunningham & Co.	Great Eastern Casualty	F. L. Woodruff.
Fidelity & Casualty,	Eugene Oberdorfer.	Guarantee Co. of N.A.,	W. V. Custer.
London Guar. & Acc.,	J. L. Riley & Co.	Hartford Steam Boiler,	Perdue & Egleston.
Lloyds Plate Glass,	A. L. Waldo & Co.	Industrial Life & H.,	J. N. McEachern, Prest.
Maryland Casualty Co.,	Aaron Haas, Son & Howell.	Title Guaranty & Surety,	A. D. McGaughey.
Met. Casualty,	J. L. Riley & Co.	Travelers (Acc. Dep't),	Atlanta Branch of H. O., J. A. Williams, Cashier.
National Surety Co.,	Cliff C. Hatcher Ins. Agency.	United Surety, Balt.,	J. L. Riley & Co.
National Casualty,	W. A. Harris.	U. S. Casualty Co.	(Liability Dept.), John H. Mullin.
Natl. Life & Acc.,	W. F. Wilkinson.	U. S. Casualty Co.	(Accident Dep't), C. C. Hatcher Ins. Agency.
New York Plate Glass,	A. D. McGaughey.	U. S. Fidelity & Guaranty,	Patters'n & Reynolds.
No. Amer. Acc.,	A. M. Conway.	U. S. Health & Acc't,	H. C. Conley.
Ocean Acc. & Guar. Co.,	(Liability Dept.), A. D. McGaughey.	U. S. Lloyds, (Automobile Dept.),	E. E. Paschal.
Ocean Acc., (Credit Dept.),	Payton Douglas.		
Pacific Surety,	Haas & MacIntyre.		
Pacific Mutual, (Health and Accident Dept.),	A. L. Johnson & Co.		

ATLANTA HOME INSURANCE COMPANY, Atlanta, Ga. Organized 1882; capital, \$200,000. Joel Hurt, president; Dowdell Brown, secretary.

ATLANTIC CITY FIRE INSURANCE COMPANY of Atlantic City, N. J. Organized in 1902; capital, \$100,000. G. F. Currie, president; Edward E. Seeler, secretary.

ATLANTIC INLAND ASSOCIATION, an association composed of ocean marine and fire and inland marine insurance companies writing inland hulls on the Atlantic and gulf coasts, was organized in March, 1899, for the purpose of preventing demoralization in the Atlantic inland marine business. It makes a tariff and provides rules and obligatory forms of policies. E. O. Weeks, vice-president of the *Ætna*, was its first president, and Louis F. Burke of the Home was its first secretary and treasurer, and continues as such. J. B. Branch of the Providence-Washington is president. The affairs of the association are handled by a committee which is composed of the following, the officers being *ex-officio* members: H. Appleton, Hendon Chubb, Benjamin Rush. Wm. R. Hedge, W. L. H. Simpson, W. F. Whittelsey, Jr., W. B. Meikle. The membership comprises thirty-four companies.

ATLANTIC MUTUAL INSURANCE COMPANY of New York. Organized 1842. Marine and inland transportation insurance. A. A. Raven, president; G. Stanton Floyd-Jones, secretary.

ATLAS ASSURANCE COMPANY (LIMITED), of London, founded 1808, deposited \$200,000 at Albany in 1895, and entered New York state, having previously, in 1890, deposited \$200,000 in Massachusetts, and entered most of the northern and western

states. It has also \$100,000 deposited in Ohio, \$50,000 in Oregon, \$10,000 in New Mexico, \$50,000 in Virginia, and \$10,000 in Georgia. The headquarters of the company for the United States are in New York. The company operates with three independent underwriting branches, of which Frank Lock is manager for the eastern and southern states at New York, J. M. Neuburger is local director and Geo. E. Haas is manager of the western department at Chicago, and Frank L. Devlin is manager for the Pacific department at San Francisco. In 1898 the company purchased the King's County Insurance Company and in 1904 absorbed the Manchester Assurance Company of Manchester, England, and continues the greater part of the agency plant so obtained. It transacts a large business in England and has branches in most parts of the world. Samuel J. Pipkin is the general manager at the home office in London. 1908 was the centennial year of the company.

ATWOOD, HORACE F., secretary of the Rochester German Insurance Company of Rochester, N. Y., was born at Boston, Mass., February 5, 1850, and was educated in the public schools of that city. His insurance experience began with six years in the western department of the Hamburg-Bremen at Chicago. January 1, 1879, he accepted the appointment of western special agent of the Rochester German, and a year later he was transferred to the home office. On May 20, 1883, he was appointed secretary of the company, and has since managed the insurance part of its business. Mr. Atwood is a scientist of distinction. He has been twice president of the Rochester Academy of Science, has been vice-president of the American Society of Microscopists, and is a fellow of the Royal Microscopical Society of London. He was president of the Rochester Club for two terms, and is vice-president of the Rochester park commission. He was chairman of the Adjustment Committee of Fifteen organized in San Francisco immediately after the fire in 1906. Elected vice-president of the Rochester German Insurance Company, January 5, 1909.

AUSTIN FIRE INSURANCE COMPANY, Dallas, Texas. Organized 1902; capital \$200,000. G. W. Jalonick, president; A. F. Pillet, secretary.

B

BABB, GEORGE W., Manager of the Eastern and Southern Departments of the Northern Assurance Company, Limited, of London, and General Attorney for the Company in the United States, was born at Boston, Mass. in 1847. He was employed in the dry goods jobbing business from 1865 to 1870. From the latter year to 1875 he was clerk in a Boston Fire Insurance local agency, and from 1876 to 1880 was a local agent in the same City. In 1880 he became General Agent for the Commerce Insurance Company of Albany, for its entire field, and in 1882 was appointed Special Agent of the Northern Assurance Company becoming Manager of the Northern for its New England Department in 1885. In 1889 he went to New York as the Manager of the New York Department of the Northern to which the New England Department was added in 1896. Mr. Babb was a member of the original Committee of four which prepared the Universal Mercantile Schedule. In 1907 he was elected president of the New York Board of Fire Underwriters and re-elected in 1908. He is also chairman of the executive committee of the National Board of Fire Underwriters.

BABCOCK, JOHN J., general agent of the Springfield Fire and Marine Insurance Company, was born in Broome county, New York, and spent his early life on a farm. He started in the insurance business in 1871 at Binghamton, N. Y., taking up special agency work in 1872. In 1880 he was appointed to his present position with the Springfield Fire and Marine. Mr. Babcock was one of the early members of the Underwriters' Association of the State of New York, also of the Underwriters' Association of the Middle Department, in which he is still an active member.

BACON, EDWIN HUGH, editor and manager of the *Coast Review* of San Francisco, Cal., was born at Cincinnati, Ohio, December 5, 1853. He was educated in the public schools of Peoria, Ill., and his early occupations were farming, merchandising, and the publishing business. He entered upon his present work in May, 1883.

BAILEY, JAMES DYAS, manager of the Pacific Coast department of the Insurance Company of North America, was born at Boston, Mass., in July, 1839, being a descendant of the old colonial family of John Bailey, who arrived from England in 1670 and settled at Scituate, Mass. He received his education in the public

schools of Boston, and was graduated from the celebrated Lyman School in the class of 1852. Like many of the young men of the "Old Bay State" he decided to try his fortune in the West, and located in San Francisco in 1862. Upon the organization of the Union Insurance Company of California, in 1865, he entered its service as policy clerk, and remained in the employment of that company twenty-six years, and until its absorption by the Alliance of London, at which time he was its secretary. In August, 1892, Mr. Bailey was appointed general agent for the Pacific department of the Insurance Company of North America, embracing California, Oregon, Washington, Nevada, Montana, Idaho, Arizona, Utah, British Columbia, and the Hawaiian Islands. He is prominent in social, charitable, and religious matters in San Francisco, and a member of the Society of Sons of the American Revolution, and treasurer of the board of trustees of the First Unitarian Church.

BAILEY, LESTER, V., general agent of the Provident Life and Trust Company for Central Massachusetts, was born in Baileyville, Maine, December 9, 1864, and was educated in the common schools and business colleges. The early days of his business life were spent among the towns of Central Massachusetts. In 1892, he took up the insurance business and has been special agent for the company he now represents for several years. He was appointed acting manager in 1904, and subsequently appointed to his present position. He was elected vice-president of the Life Underwriters' Association of Central Massachusetts in 1905, and president in 1906. Unanimously re-elected president Central Massachusetts Life Underwriters for 1907.

BAILEY, WILFORD A., general insurance agent, was born in Baileyville, Me., March 20, 1863. His education was obtained in the common schools and business college. His business life has been spent almost wholly in the city of Worcester and he was for seventeen years the general agent of the Provident Life and Trust Company for Central Massachusetts. He is a member of several clubs and a trustee of Worcester Academy. In 1899 he was elected the first president of the Life Underwriters' Association of Central Massachusetts.

BALDWIN, WILLIAM C., president and general manager of the Pittsburg Life and Trust Company, Pittsburg, Pa., is a native of western Pennsylvania, where he was born January 12, 1858. He received a common school education, and began his business career in the dry goods business, and continued in the mercantile business for a number of years. He represented a number of companies as agent or general agent, and was also director of agents for the New York Life, before being appointed to his present position. He is as well an officer and director of a trust company, and other business enterprises.

BALLARD, WILLIAM M., United States branch secretary of the Commercial Union Assurance and Palatine Insurance Com-

pany of London, and assistant secretary of the Commercial Union Fire Insurance Company of New York, was born at Iowa City, Ia., and is the oldest son of the late Frank W. Ballard, the insurance journalist. He was prepared for Yale University, but became a teacher at Stamford, Conn., instead of entering. From 1878 to 1880 he was with the "Insurance Age," and two years later went into the service of the United Fire Insurance Company of Manchester as secretary to the manager and special agent. When the Palatine re-insured the business of the United Fire in 1892, he was appointed branch secretary of the former at the New York office. In 1898 he was appointed assistant manager under the administration of Manager William Wood. After the Palatine was absorbed by the Commercial Union in 1900 and the Palatine of London was organized, Mr. Ballard was appointed United States branch secretary of the two companies, and assistant secretary of the Commercial Union Fire Insurance Company of New York.

BALTIMORE EQUITABLE SOCIETY, Baltimore, Md. (mutual fire insurance company), Organized 1794. Wilton Snowden, president; H. E. Rawlings, secretary.

BALTIMORE LIFE INSURANCE COMPANY, Baltimore, Md. Organized as an assessment company in 1882; reorganized as a regular life insurance company in 1898. F. S. Strobbridge, president; W. O. MacGill, secretary.

BALTIMORE LIFE UNDERWRITERS' ASSOCIATION. Organized January 11, 1887, and reorganized November 27, 1900, with the following officers: President, J. Herman Ireland; vice-president, Henry P. Goddard; secretary, Ernest J. Clark; treasurer, Munroe Snell. The present officers and executive committee, elected at the annual meeting in February, 1909, are: President, Francis S. Biggs; vice-president, George M. Kimberly; secretary, E. Griswold Thelin; treasurer, Matthew S. Brennan; executive committee, J. K. Voshell, F. A. Savage, E. J. Clark, W. W. McIntire and Charles L. Posey.

BANKERS ACCIDENT INSURANCE COMPANY, of Des Moines, Iowa, Organized 1893. F. L. Miner, president; J. A. Kizer, secretary.

BANKERS LIFE ASSOCIATION, Des Moines, Ia. Organized 1879. E. E. Clark, president; H. S. Nollen, secretary.

BANKERS LIFE INSURANCE COMPANY, Lincoln, Neb. Organized 1887; capital, \$100,000. W. C. Wilson, president; J. H. Harley, secretary.

BANKERS LIFE INSURANCE COMPANY OF THE CITY OF NEW YORK, New York. Began business 1869; reincorporated 1899; capital, \$100,000. William Hanhart, president; H. M. Humphries, secretary.

BANKERS RESERVE FUND LIFE INSURANCE COMPANY, Cincinnati, Ohio. Organized 1898. Aaron McNeil, president; Frank B. Ainsworth, secretary.

BANKERS SURETY COMPANY, Cleveland, Ohio. Organized 1903; capital, \$500,000. P. W. Harvey, president; M. A. Craig, secretary.

BARKER, JESSE J., F. A. S., Consulting-Actuary of the Penn Mutual Life Insurance Company of Philadelphia, was born in Western Pennsylvania in the early fifties, coming from an old Revolutionary family, of which General Richard Butler, who was killed in St. Clair's defeat, and General William O. Butler of Mexican War fame, who was Democratic candidate for Vice-President on the ticket with General Cass, were members and kinsmen of his father. Mr. Barker was educated at the high school in Philadelphia and at Waynesburg College, Pennsylvania. After graduating, he studied law, and was admitted to the Philadelphia bar, but preferring mathematical pursuits, to which he was early inclined, he studied the science of life insurance under Emerson W. Peet, then actuary of the National Life Insurance Company, and others, and subsequently was employed for some years in the actuarial department of the Penn Mutual Life, finally being promoted to the headship of the department in January, 1880. On January 1, 1908, after a long and severe illness, Mr. Barker retired from the active duties of Actuary of the Company and was elected its Consulting Actuary. Mr. Barker is a Fellow and charter member of the Actuarial Society of America.

BARRY, CHARLES HART, manager of the Western Department of the Pennsylvania Fire Insurance Company, with headquarters at Chicago, was born at Alton, Ill., November 15, 1857, and is a son of Amasa S. Barry, a prominent and widely-known Western adjuster of fire losses. Mr. Barry was graduated from the University of Illinois in 1877, and learned his first steps in the fire insurance business in a local agency at Alton. Two years later found him in the Chicago office of the Niagara Fire. In 1881 he was appointed special agent of the Phoenix of London for Illinois, Indiana, Ohio, and Michigan, and in 1884 State agent and adjuster for the Insurance Company for North America and Pennsylvania Fire for southern Illinois, and afterward for Michigan. In 1890 he became a member of the firm of J. F. Downing & Co. of Erie, Pa., Western managers of the two last-named companies. When the Pennsylvania Fire decided, in 1894, to establish a Western department of its own, Mr. Barry was appointed manager.

BARRY, JAMES VICTOR, commissioner of insurance of Michigan, was born of Irish parentage in Monroe, Mich., on September 21, 1861. He was educated in the public schools, and previous to his appointment to the insurance commissionership in 1901 was employed as a newspaper correspondent.

BARTOW, NEVETT STEELE, secretary of the Queen Insurance Company of America, New York, was born at Astoria, Long Island, N. Y., September 5, 1868. He was educated in the private and public schools of that place and began his business life in the New York city department of the Queen Insurance Company of Liverpool in 1884. He was employed for a time in the office of the company, then did surveying, after which he was the company's assistant special agent in New England. From 1892 until 1900 he was special agent for the New England field, when he returned to the New York office to assume his present position.

BASFORD, ORVILLE S., commissioner of insurance of South Dakota, is a native of Chittenden County, Vt., and is fifty-seven years of age. His forebears came to America from Wales in about the middle of the seventeenth century. He pursued a four years academic course in the University of his native state at Burlington, Vt. He served the Republican party as chairman of the South Dakota state committee in 1894 and has canvassed for the National Republican Committee in Missouri and elsewhere. He was appointed commissioner of insurance to fill the unexpired term from February 1 to July 1, 1907, and has also been appointed and commissioned for a two years term, beginning July 1, 1907.

BEALS, ARTHUR G., secretary of the Providence Washington Insurance Company of Providence, R. I., began his insurance career in a local agency at Boonville, N. Y. He was born at Trenton, N. J., June 21, 1865, and was educated in public and private schools. In 1888 he purchased a local agency at Carthage, N. Y., among the companies represented being the Providence Washington, and in March, 1891, he was appointed special agent for that company for New York state. He was elected to his present position January 1, 1905.

BEARDSLEY, EDWARD WATSON, president of the National Association of Local Agents, and member of the agency firm of Beardsley & Beardsley, Hartford, Conn., was born in Winsted, Conn., June 4, 1868. He was educated in the public schools and Hartford High school, and began his business career as office boy in the office of the Phoenix Insurance Company in 1885. On March 1, 1891, he was appointed local agent of the Phoenix, and in 1899 formed the agency firm of Beardsley & Beardsley, representing the Phoenix and Aetna of Hartford, Home of New York and Alliance of Philadelphia. He was elected president of the Connecticut State Association of Local Agents in 1901, and has been active in the affairs of both the state and national association, being elected president of the National Association in 1908. He is a director of the Hartford Business Men's Association, and clerk of the West Middle School district.

BEARDSLEY, GUY ERASTUS, assistant secretary of the Aetna Insurance Company, was born in Coventry, Chenango county,

N. Y., December 14, 1874, and was educated in the public and high schools of Hartford. He is a graduate of Yale University, class of 1896, and began his business career in fire underwriting, serving as an examiner at the home office of the *Ætna* for a number of years, and later representing that company in the field as special agent in Connecticut, Western Massachusetts, and Vermont. He went from the *Ætna's* home office as special agent for the National Union Fire of Pittsburg in Western Pennsylvania, and was special agent for the Home of New York in Connecticut and Rhode Island for three years and later became special agent of the *Ætna*. With the exception of these four years spent in the field for the Home and National Union, his business career has been spent with the *Ætna*, and he was elected to his present position in May, 1907.

BEATH, ROBERT B., president of the United Firemen's Insurance Company of Philadelphia, was born in that city, of Scotch parentage, January 26, 1839. After leaving the public schools of Philadelphia he was apprenticed to the machine blacksmith's trade. He enlisted as a private in the Union army at the outbreak of the civil war, in which he served throughout, retiring in 1865 with a lieutenant-colonel's commission. He was a local insurance agent at Pottsville, Pa., 1868-1872, secretary of the United Firemen's from 1881-1892, and its president since the latter year. Colonel Beath served one term as surveyor-general of Pennsylvania. He was department commander of the Grand Army of the Republic, and in 1883 commander-in-chief of that organization. He is the author of its "Blue Book," and published its history in 1888. He served for a number of years as secretary of the National Board of Fire Underwriters, and at the meeting in May, 1902, was elected president.

BEDDALL, EDWARD F., president of the Queen Insurance Company of America and United States attorney for the Royal Insurance Company of Liverpool, is a native of the county of Essex, England, where he was born May 1, 1839. His first connection with the insurance business was as inspector of agencies for the London branch of the Royal, in 1863. Mr. Beddall was made manager of the Canadian branch of the Royal in July, 1871, and of the New York branch in July, 1873. He has, therefore, been connected with the company thirty-seven years. In April, 1900, he resigned the latter office and was elected president of the Queen Insurance Company of America, of New York, but retained the general attorneyship of the Royal for the United States. He was in 1895 elected president of the Tariff Association of New York, and in 1896 president of the New York Board of Fire Underwriters. He is a warden of the Church of the Epiphany, and a member of the board of management of St. Luke's Hospital, New York; he has been president of St. George's Society of New York, and is prominent in social, charitable, and religious matters in the metropolis.

BELCHER, CHARLES EDWIN, general manager of the *Standard* of Boston, was born at Chelsea, Mass., July 15, 1871.

His early education was obtained in the grammar and high schools of his native town, and he took a preliminary course in the Massachusetts Institute of Technology of Boston, class of 1893. For a short time he was a mechanical draughtsman, but in 1892 he became local reporter for the *Standard*. In 1894 he began to travel for the paper, and in 1898 he was appointed to the position of business manager. On September 7, 1903, Mr. Belcher acquired an interest in the business, and was elected treasurer and appointed active manager of the Standard Publishing Company.

BELDEN, JOHN S., former Western manager at Chicago of the Fire Association. [See Death Roll.]

BENEFICIARY. In life insurance the person for whose benefit a policy is issued.

BENEFICIARY ORDERS AND SOCIETIES. [See Fraternal Societies, National Fraternal Congress; also Associated Fraternities of America.]

BEN FRANKLIN INSURANCE COMPANY, of Pittsburg, Pa. Organized 1866; capital, \$200,000. Samuel McKnight, president; William A. Ford, secretary.

BENSON, R. DALE, president of the Pennsylvania Fire Insurance Company, was born in Philadelphia, December 6, 1841. He was a clerk in a wholesale grocery house when the civil war broke out, and enlisted in a Pennsylvania regiment. He was mustered out July, 1865, as a brevet major of volunteers. At the time of the Pittsburgh riots in 1877 he was colonel of the First Regiment of Infantry, National Guard of Pennsylvania. For some years before identifying himself with fire underwriting, Colonel Benson was in mercantile business as an importer and jobber of teas in connection with the China trade. In 1881 he was elected vice-president of the Pennsylvania Fire, and in 1890, on the death of Mr. John Devereux, he succeeded him as president.

BERGSTRESSER, J. C., insurance journalist. Born at Elysburg, Pa., July 15, 1851. Graduated from Lafayette College in 1871. Read law in the meantime and was admitted to the bar. For two years a civil engineer in railroad construction work. In 1874 established at Pittsburg, Pa., the *Insurance World*. Has since been its editor and publisher. An officer in the National Guard of Pennsylvania for several years and retired in 1883. A member of the Pennsylvania Society Sons of the Revolution and Duquesne Club, and charter member of Ascalon Commandery Knights Templar, created in 1881.

BERKSHIRE LIFE INSURANCE COMPANY of Pittsfield, Mass., was incorporated May 15, 1851, under the name of the Berkshire County Mutual Life Insurance Company. By an act approved April 30, 1855, the present title was adopted. James W. Hull, presi-

dent. W. I. Wyman, vice-president and treasurer; Theo. L. Allen, secretary.

BERKSHIRE MUTUAL FIRE INSURANCE COMPANY, Pittsfield, Mass. Organized 1835. Henry R. Peirson, president; J. M. Stevenson, secretary and treasurer.

BEVIER, BENJAMIN, was born in Napanoch, Ulster County, N. Y., and at the age of fifteen started business life in a general store at Woodbridge, N. J., in which capacity he continued until 1877, occupying similar positions at Bridgeport, Conn., and Napanoch. He began his insurance career with the local agency of Neafie, Terwilliger & Post, of Ellenville, N. Y., remaining with the firm until 1883, when he became bookkeeper for an insurance company, office at New York City, and later surveyor in Metropolitan District. In 1888 he was appointed special agent of the Queen Insurance Company, which position he still retains. Mr. Bevier has been a prominent member of the Underwriters' Association of the Middle Department since 1887, was elected to the Presidency in 1899 and is still active in Middle Department affairs.

BIGELOW, CHARLES H., president of the St. Paul Fire and Marine Insurance Company of Minnesota, was born at Easton, N. Y., of New England ancestry, June 4, 1835. His early business connections were mercantile and with manufacturers, and from 1862 he was engaged in the lumber business in Chicago. Impaired health took him to Minnesota in 1864. He was early identified with the St. Paul Fire and Marine, and was elected its secretary in February, 1871, and president in June, 1876.

BIRDSEYE, ARTHUR JULIUS, Connecticut state agent for the Mutual Benefit Life Insurance Company, was born in Waterloo, N. Y., August 21, 1858, and received his education in the Waterloo Academy. He early entered the retail jewelry business and later was a broker in New York. In 1893 he was appointed general agent of the Nederland Life Insurance Company of Amsterdam, Holland, then just beginning business in the United States, and enjoyed the distinction of being the first general agent appointed by the company in the United States. On the withdrawal of the company from the United States in 1896 he was appointed to a position in the home office of the Mutual Benefit Life of Newark, later becoming superintendent of agents of the company for Ohio, and in 1900 was appointed to his present position as Connecticut state agent for the company. He is an ex-president of the Connecticut Life Underwriters' Association, a member of the executive committee of the National Association, a Knight Templar and Shriner, and a member of the Hartford Club, Country Club, Hartford Scientific Society, and the order of the Founders and Patriots of America. He represented the town of Farmington in the Connecticut legislature of 1907.

BIRMINGHAM FIRE INSURANCE COMPANY, Pittsburg, Pa. Organized 1871; capital, \$200,000. Charles Melling, president; E. G. Scholze, secretary.

BISHOP, CHARLES NELSON, manager of the Chicago and Suburban Department for the Northern of London, is a native of Kenosha, Wis., where he was born May 28, 1855, his father being the Rev. Hiram Nelson Bishop, D.D., rector of St. John's P. E. Church, Chicago. He was educated in the schools of Chicago, and while in the high school edited and published a monthly paper entitled *Little Men*. In 1872 he entered the Chicago fire insurance agency of Thomas & W. A. Goodman as a clerk, and three years later resigned to enter the service of the *Spectator*, with which he was connected, in all, though not consecutively, seven years, part of which time as traveling agent and part as manager of its western office at Chicago. From 1880 to 1883 Mr. Bishop lived in Colorado, engaged in mining and publishing the *Summit County Leader*, of which he was editor and proprietor. After the following two years at Chicago with the *Spectator*, he abandoned journalism to become permanently interested in fire underwriting. He was a partner in the local agency firm of H. H. Brown & Co. of Chicago from 1885 to 1889, and in the latter year was appointed Chicago city manager for the Northern of London. In 1908 the Company placed its Suburban Department in his charge as well. This embraces about one hundred agents in the neighborhood of Chicago. Mr. Bishop takes an active interest in the Chicago Board of Underwriters and was elected its Vice-president in April, 1907, and re-elected in January, 1908, and in January, 1909, he was unanimously elected President. His particular hobby is the fire insurance patrol, having served continuously on the patrol committee since 1892. He was elected chairman of this committee in 1903, which position he relinquished on his election to the Presidency of the Board. He was made a trustee of the Fire Insurance Patrolman's Pension Fund in 1903, and 1909 made President of the Board of Trustees.

BISSELL, RICHARD M., vice-president of the Hartford Fire Insurance Company, and formerly manager of the western department at Chicago, Ill., was born at Chicago, June 8, 1862. He was graduated from Yale University in the class of 1883, and entered the insurance business soon after graduation. He was president of the Merchants' Club, Chicago, and also a member of the Commercial, Literary, University, and Union League Clubs of that city. He was elected vice-president of the company in January, 1903.

BLACKSTONE MUTUAL FIRE INSURANCE COMPANY, Providence, R. I. Organized 1868. William B. McBee, president; James H. Sweet, secretary.

BLACKWELDER, I. S., former western manager of the Niagara Fire Insurance Company of New York, is a native of Mont-

gomery county, Ill. He was appointed local agent of the Ætna Insurance Company at Hillsboro, the county seat, in 1864, while holding the office of county clerk of said county. His first field work was for the Ætna in 1868. He was engaged in field work continuously from that date until 1881 as representative of several prominent fire insurance companies, excepting that for two years of the time—1874 to 1876—he served as chief supervising agent for the National Board of Fire Underwriters. In April, 1881, Mr. Blackwelder entered upon his duties as manager of the western department of the Niagara Fire Insurance Company, with headquarters at Chicago, which position he held until 1907 when he resigned. Mr. Blackwelder was elected president of the Western Union at the annual meeting of that organization in September, 1902.

BLAKE, CHARLES S., secretary of the Hartford Steam Boiler Inspection and Insurance Company, was born of American parentage at Windsor Locks, Conn., October 25, 1860. He received a common school education, and entered newspaper work representing the original United Press Association in the capacity of reporter for New York papers in Jersey City and vicinity, but desiring to cultivate a natural likeness for mechanics he served an apprenticeship with the Central Iron Works of Jersey City, whereby he became familiar with boiler and engine construction, both marine and stationary, together with other branches of marine mechanics. Before his twenty-first birthday he was granted a license as marine engineer, to operate vessels of 100 tons and under, and shortly afterward he was licensed as a chief engineer of ocean vessels. A few months before the close of the war between Chili and Peru, he received a commission as engineer in the Peruvian navy, and was upon waiting orders when the war ceased. After an experience of some years as an engineer, he entered the steam boiler insurance field in 1884 as an inspector of boilers, acquiring a large experience, and in 1898 he entered the services of the Hartford company as general agent at the home office. On July 12, 1904, he was elected to the position of supervising general agent, and on February 12, 1907, was advanced to second vice-president, which position he relinquished to accept his present position.

BLANKET POLICIES. In American underwriting a blanket policy covers different kinds or different pieces of property under the same form. Blanket policies are not considered good underwriting, but are found to be necessary in many cases.

BLANKS FOR ANNUAL STATEMENTS. The committee of the National Convention of Insurance Department Commissioners on uniform statement blanks for the annual returns of fire and life insurance companies, reported at the annual convention held in September, 1902, the forms that had been agreed upon since the last meeting. These forms were adopted by the convention by a vote of 16 ayes to 6 noes. They were generally sent out by the

state insurance departments to the companies for their returns as of December 31, 1902, but three departments, those of Minnesota, North Dakota, and Wisconsin, insisted on retaining in their life blanks the requirement of the "gain and loss exhibit," which had been omitted from the convention blank. At the annual convention of insurance commissioners in 1903 minor changes, which a year's experience had shown to be desirable, were recommended and adopted, and a change was also recommended in the fire and life blanks requiring the statement to be made as of December 31st. A blank for statements of miscellaneous companies was also adopted. At the meeting in 1905 a few minor changes were made in the fire and life blanks, and an effort to incorporate the "gain and loss" exhibit was defeated. At the convention in 1906 several changes were made in the fire and miscellaneous blanks, and a new fraternal blank was adopted. Changes and additions were also made in the life blank and a "gain and loss exhibit" was incorporated, as was a schedule of dividends under annual and deferred policies, and the question of adopting "Schedule B," as required by New York laws, which calls for returns not contained in the blank adopted by the convention, was referred to the committee to report at the next convention. The convention of 1907 adopted the report of the committee on blanks, which had adopted several changes in the statement blanks for all companies, and in the life blank was incorporated all the information required by the New York laws. The 1908 convention adopted the report of its committee on blanks, which made a voluminous report, containing blanks for fire, life and miscellaneous companies, and made several changes by way of requiring more detailed information under several items in the different blanks.

BLIVEN, WAITE, secretary American Fire Insurance Company of Philadelphia, is a native of Cincinnati, O., where he was born June 29, 1867. He was educated in the public schools and began his insurance career with the Howard Insurance Company of New York in 1884. A year later he became connected with the American Fire, and in 1888 was appointed special agent of that company, having charge of several western states, with headquarters at Chicago. He was elected to his present position April 10, 1905.

BLODGETT, TILDEN, of the New York office of the Equitable Life Assurance Society, was born in the city of New York, February 6, 1853, and has been connected with the company since 1869, beginning at the lowest rung of the ladder and climbing to the position of metropolitan manager. Mr. Blodgett was one of the organizers of the Life Assurance Association of New York, and was its president in 1892. He was one of the committee of four that organized the National Association of Life Underwriters, presiding as chairman, and afterward elected first vice-president.

BLOOMINGSTON, HERBERT W., insurance journalist and formerly publisher of the *Investigator* of Chicago, was born in that

city, August 30, 1876, and is the son of the late Dr. J. S. Bloomington, the founder of that journal. He was graduated from the Hyde Park high school in 1894, the Pennsylvania Military College at Chester, Pa., in 1898 with the degree of B.S., and the Illinois Law College in 1901 with the degree of LL.B. In the latter year he was admitted to the Illinois bar. He is a Knight Templar, a Shriner, and an Elk, and is a member of the Chicago Press Club, and Phi Alpha Delta Legal Fraternity. On the amalgamation of the *Investigator* with the *Insurance Field* in 1908 he assumed a position with the latter publication.

BLOSSOM, GEORGE W., assistant general agent of the National Fire of Hartford, in its western department at Chicago, was born at Dubuque, Ia., October 1, 1854. He has been in the fire insurance business from early manhood, beginning in a local agency at Dubuque, serving in the office of the western department of the German-American eight years, and in the same department of the Connecticut Fire three years. He then became a partner in the Chicago local agency of Fred S. James & Co., and also assistant general agent of the National Fire.

BLUFF CITY INSURANCE COMPANY, Memphis, Tenn. Organized 1871; capital, \$100,000. W. A. Gage, president; W. H. Moore, secretary.

BOARDMAN, GEORGE C., late general agent of the Ætna of Hartford for the Pacific Coast, was born and reared in Hartford, Conn. He became a special agent for the Merchants Insurance Company, and in 1860 visited California in the interest of that company. In 1861 he became secretary of the San Francisco Insurance Company, and in 1863 was elected president. In 1868 he resigned and accepted the general agency of the Ætna. Practically, Mr. Boardman's career as a fire underwriter on the Pacific coast covers the whole history of the business there. He proposed, and mainly promoted, the original Board of Underwriters, which paved the way for the Pacific Insurance Union. Mr. Boardman died April 24, 1909.

BOARD OF CASUALTY AND SURETY UNDERWRITERS, THE. This association was organized in 1904 and was the outcome of a conference held in New York September 27th between representatives of casualty and surety insurance companies. A committee of ten was appointed to consider a form of organization, and at a meeting held December 9, 1904, in New York, the board was formally organized by the election of officers and adoption of a constitution and by-laws. The objects and purposes of the board are stated in the constitution to be "To promote good will, harmony, confidence, and co-operation generally between companies and to devise and give effect to measures for the protection of their common interests, especially in matters of taxation, license fees (state and municipal), annual statement forms, department examinations and exactions, federal supervision, deposits and

other statutory requirements, and the observance of the amenities that should exist between companies and associations." The officers elected were as follows: President John T. Stone, president of the Maryland Casualty Company; vice-president, Francis B. Allen, vice-president of the Hartford Steam Boiler Inspection and Insurance Company; secretary, Walter C. Faxon, secretary Aetna Life Insurance Company; treasurer, W. T. Woods, president Lloyds Plate Glass Company; executive committee: George F. Seward, chairman, president Fidelity and Casualty Company; William F. Moore, secretary, president New Amsterdam Casualty Company; Oscar Ising, United States manager Ocean Accident and Guarantee Corporation; H. G. B. Alexander, vice-president and general manager Continental Casualty Company; William BroSmith, counsel Travelers Insurance Company. The fifth annual meeting of the association was held at the Hotel Astor, N. Y., October 20, 1908, and thirty-five companies out of a total membership of thirty-seven were represented on roll-call. President Dunham presided, and in his address said the field within which the organization works had been wisely limited by its founders to those things which concern all its members, and among the subjects of common interest were legislation, taxation and department practices. The first was the most important subject the board had had to consider, and continuing the president reviewed briefly recent legislation, and said there was evidence to show that the doctrine of federal supervision had gained support during the year. The outlook for an early remedy by uniform state legislation was not encouraging, and while, uniform legislation, he said, should be promoted as a palliation of present irritation, expressed his belief that the ultimate healing was to be found in federal control.

Insurance, said the president, is commonly regarded as an instrumentality for the distribution of losses; the premium being the contribution of each to the aggregate loss or misfortune, but he added it is proper to call attention to the increasing, and possibly the greater usefulness of insurance as an agency for the prevention of loss, waste and misfortune. "It is not now the practice in any line of insurance, as it may have been once in some, simply to receive premiums and pay losses without much regard to the circumstances of the subject of the insurance. The modern and the better way is to exercise the most critical inspection and selection and to accept no man or property or obligation as fit for insurance unless and until a fixed standard of health, safety or responsibility is shown. It is by the consistent pursuit of such a policy that the companies have been able gradually but surely to reduce the cost of insurance, and to make the terms of their contracts more liberal." The systematic examination of risks said the president was inaugurated as a material element of the business by Jeremiah M. Allen, founder and for many years president of the Hartford Steam Boiler Inspection and Insurance Company, and continuing he briefly reviewed the work along these lines being done by the different classes of companies, and added that he was not sure, "but that this service

is not in its protection of life and property and in its influence upon the habits and conduct of the people of greater value than the \$450,000,000 of compensation which insurance companies annually pay for pecuniary loss."

The report of the executive committee was submitted by Chairman Seward, and reviewed the work of the committee in respect to legislation at some length, and gave a classification under appropriate headings of the bills affecting casualty and surety insurance interests introduced in the several state legislatures. The committee reported that it had examined 435 such bills, 88 of which had become laws. The committee also briefly referred to its work in respect to proposed changes in the annual statement blank, proposed legislation prescribing standard forms of policies, and to taxation, and submitted in connection with its report several resolutions bearing on those subjects. The resolutions submitted by the executive committee, were later, after discussion and amendment, adopted by the convention. The resolutions adopted in brief approved the work of the executive committee in keeping track of proposed legislation and provided an appropriation to continue the work, and also approved the committee's efforts in opposing the adoption of standard forms of policies; expressed the view that policy forms were not a proper subject for legislation, and directed the committee to do what it could to concert measures intended to sustain this view. Another resolution directed the committee to oppose legislation prohibiting the removal of suits from state to federal courts. The resolution regarding changes in the annual statement, which subject was reported on by a sub-committee, as reported by the executive committee and adopted was as follows:

"That the board approves the action of the executive committee in advocating the reporting of premiums on the cash collections basis in the 'income' exhibit of the annual statement blank instead of on the writings basis as was proposed by the 'Committee on Blanks' of the Insurance Commissioners' convention and in advocating the retention in the statement blank of the cost of investigating and adjusting claims in the 'disbursements' exhibit, and affirms its belief that the annual statement blank should not be altered substantially from its present form in these two respects; and,

"That the executive committee and special committee are authorized to continue to exert efforts in this direction and to exert efforts to prevent changes in the blank that are not essentially useful, and which tend to cause confusion in making comparisons from year to year and to impose expense upon the companies, which is serious and unnecessary."

A resolution on the subject of taxation was adopted indorsing a memorandum on the subject submitted by the executive committee and recommending to companies that a copy be sent out with each policy and each policy renewal to the end that the public may be educated to the evils involved in the present system of taxation of insurance companies. The memorandum was as follows.

People who are so prudent as to cover by insurance any of the hazards, whether of life, accident or health, or of property, to which they are subject, will do well to consider the following statements, intended to indicate that they are heavily and wrongly taxed for their prudence:

1st. Taxes are levied on each and every premium. Taxes so levied vary from 1 per cent. to 5 per cent.

2d. The policy-holder pays this tax with not less than 50 per cent. added thereto because of expenses incident to its collection.

3d. The burden goes over to the policy-holder because taxation cost is one of the costs of insurance that must be provided for in the premium charge.

4th. A premium tax is wrong in principle. It is a tax on a process of trade, not a tax on property or profits. It is as such an almost unexampled tax and one condemned by all economists.

5th. It is illogical. So far as the insurance taxed is on property it is a double tax. So far as the insurance is on life, limb, or health, elements are being taxed which are not properly taxable at all.

6th. It is a discriminating tax. It applies to the prudent only and its proceeds go to lessen the taxes of those who are not prudent.

7th. It is unjust. It taxes men who are trying to save taxable values from destruction, or to save dependents from want.

8th. It is a heavy tax. The revenue is not less than \$12,000,000 a year. While insurance companies regret that these taxes are levied, experience shows that they cannot dissuade legislative bodies from causing them to be levied. Legislative bodies consider the representations of insurance companies as intended to help them to make money. They do not study the matter far enough to see that the burden to be lifted is a burden upon the policy-holders. Those who insure are very numerous. They are influential because they represent the best of our citizenship. Legislative bodies would listen to their representations. The companies will do what they can to lift this burden. Will not policy-holders do what they can? Insurance organizations incorporated as stock companies and for the purpose of making profits for stockholders, should be taxed, of course, just as other corporations are taxed, on their proper property or on their profits. The taxation of premiums—taxation of a mere process of trade—is quite another thing. It is against this that insurance managers protest and their protest does not go further.

Papers were read during the sessions by James V. Barry, insurance commissioner of Michigan on, "The Board and Its Mission," and by Thomas E. Drake, superintendent of insurance of the District of Columbia on "Prospect of Congress Enacting Model Insurance Laws for the District of Columbia," and a communication from Arthur W. Masters, general manager of the London Guarantee and Accident Company, who was prevented by illness from attending, which was reminiscent in vein and conveyed a message of hope and good will to the members, was read.

Officers were elected as follows: President, Edson S. Lott, United States Casualty; vice-president, William B. Joyce, National Surety; secretary, William F. Moore, New Amsterdam Casualty; treasurer, Eugene H. Winslow, Metropolitan Casualty; executive committee, George F. Seward, Fidelity and Casualty; Thomas A. Whelan, Fidelity and Deposit; H. G. B. Alexander, Continental Casualty; Francis B. Allen, Hartford Steam Boiler; F. H. Kingsbury, Pennsylvania Casualty.

BOARD OF FIRE UNDERWRITERS OF THE PACIFIC came into existence in February, 1895, as the successor of the Pacific Insurance Union, and inherited most of its dissensions. [For an account of the struggle through the years 1885 and 1886 to bring the competing and warring companies into harmonious combination, with partial successes and failures, while demoralization in rates and commissions continued, see the Cyclopaedia for 1896-97, pages 63 and 64, and for events in 1887 see the Cyclopaedia for 1897-1898.]

At the annual meeting in May, 1909, officers were elected as follows: Charles D. Haven, president; Bernard Faymonville, vice-president; Alfred Stillman, secretary; E. F. Mohrhardt, assistant secretary. The president and vice-president are members, *ex-officio*, of the executive committee and under a board rule three members of the committee retire in May and four in November. The following compose the present executive committee: E. C. Morrison, A. W. Thornton, W. M. Speyer, Geo. W. Dornin, E. G. Richards, R. V. Watt, E. T. Niebling, R. W. Osborn, J. J. Kenny, J. H. Lenehan, and C. A. Henry; governing committee, Geo. W. Brooks, T. J. Conroy, H. L. A. Bates, C. H. Ward, D. E. Miles, Geo. O. Hoadley and Edwin Parrish.

In April, 1898, the territory covered by the Board of Fire Underwriters of the Pacific was divided into districts, each district having a manager. The following was the arrangement:

- District A. Headquarters, San Francisco. Territory, city and county of San Francisco.
- District B. Headquarters, San Francisco. Territory, California, except District C and A; also Nevada and Alaska.
- District C. Headquarters, Los Angeles. Territory, Southern California, comprising the counties of Santa Barbara, Ventura, Los Angeles, San Bernardino, Orange, Riverside, and San Diego, and Arizona.
- District D. Headquarters, Portland. Territory, Oregon and Idaho.
- District E. Headquarters, Butte City, Mon. Territory, Montana.
- District F. Headquarters, Salt Lake City. Territory, Utah.

BOARDS OF FIRE UNDERWRITERS, STATE. [See Fire Underwriters Association.]

BOARD OF UNDERWRITERS OF NEW YORK, which represent ocean marine companies doing business in New York, was organized in 1820, and has been in uninterrupted operation since. The office of president is occupied by A. A. Raven, president of the Atlantic Mutual Insurance Company; Herbert Fuller, vice-president. The other officers are J. H. Platt, secretary; Cornelius Eldert, treasurer; A. C. Spencer, clerk. The members of the board are the Atlantic Mutual of New York, Boston, and Union Marine, Limited, of Liverpool Mannheim, and Fireman's Fund.

BOND AND MORTGAGE GUARANTEE COMPANY, Brooklyn, N. Y. Organized 1892; capital, \$3,000,000. Charles S. Brown, president; W. P. Belknap, secretary.

BOSTON BOARD OF FIRE UNDERWRITERS was organized November 14, 1882. At the twenty-fifth annual meeting, held November 10, 1908, officers were elected as follows: President, E. C. Brush; vice-president, A. S. Lovett; secretary, F. E. Cabot; treasurer, A. J. Lewis; assistant secretaries, A. J. Lewis and James Davis; executive committee, Charles B. Wheelock, James H. Carney, Harry H. Whitney, Edward F. Woods and Edmund B. Cowles. The board inspectors made 12,370 inspections of buildings during the year, and the electrical department was called upon to make 7,645 inspections of new or altered installations.

Thirty-five fires were reported in risks equipped with automatic sprinklers, and the total loss caused by such fires was \$16,154.30.

BOSTON BOARD OF MARINE UNDERWRITERS was organized May 9, 1850. The officers are Edmund A. Poole, president; A. J. Daigneau, secretary and treasurer. The office of the board is at the Exchange Building, 53 State street, Boston. The board has agents in all parts of the world, and through them protects the interests of its members in cases of vessels arriving in distress. The board and its inspector inspect the condition of vessels arriving in port which may be offered for insurance.

BOSTON FIRE INSURANCE LOSSES. [See Boston Protective Department.]

BOSTON FIRE UNDERWRITERS' UNION was organized May 2, 1872. It was originally the rating board for Boston, but was superseded in 1882 by the Boston Tariff Association, which was in turn succeeded by the present Board of Fire Underwriters. The organization of the Union has been kept alive simply that it may serve as a vehicle for the electrical matters of the board.

BOSTON INSURANCE COMPANY, Boston, Mass. Organized 1873; capital, \$1,000,000. R. B. Fuller, president; Freeman Nickerson, secretary.

BOSTON INSURANCE LIBRARY ASSOCIATION. [See Insurance Library Association.]

BOSTON LIFE UNDERWRITERS' ASSOCIATION was organized in 1883, the original officers being Cornelius G. Atwood, president; Ben S. Calef and J. Mason Everett, vice-presidents; George N. Carpenter, secretary; Francis Marsh, treasurer; James T. Phelps, E. J. Smith, D. W. Kilburn, C. W. Holden and Sidney M. Hedges, executive committee. The presidents of the association from organization have been as follows:

1883—Cornelius G. Atwood.
1884—Ben S. Calef.
1885—Charles W. Holden.
1886—Walter M. Hodges.
1887—James T. Phelps.
1888—Geo. N. Carpenter.
1889—Daniel W. Kilburn.
1890—David N. Holoway.
1891—Darwin Barnard.
1892—Sidney M. Hedges.
1893—Nathan Warren.
1894—Noah A. Plympton.
1895—Charles A. Hopkins.

1896—S. F. Woodman.
1897—Charles D. Hammer.
1898—Frederick E. Keep.
1899—W. L. Tyler.
1900—C. W. Gammons.
1901—D. F. Appel.
1902—Percy V. Baldwin.
1903—Fred C. Sanborn.
1904—John S. Cranston.
1905—Louis L. Hopkins.
1906—C. E. Townsend.
1907—James G. White.
1908—Harry N. Haven.

The twenty-sixth annual meeting of the association was held in Boston in January, 1909, and the following officers and executive committee were elected for the year: President, A. H. Curtis, New England; vice-president, Elmer E. Silver, Union Central; second vice-president, Frank Chester Mann, Prudential; secretary,

Edward Marsh, John Hancock; treasurer, Francis Marsh, John Hancock; executive committee: Harry N. Haven, (chairman), Phoenix Mutual; A. H. Curtis, New England; Elmer E. Silver, Union Central; Edward Marsh, John Hancock; Francis March, John Hancock; James H. Lake, Equitable; V. B. Swett, Provident L. & T.; C. C. Miller, National; Paul S. Burns, Mutual.

BOSTON MANUFACTURERS MUTUAL FIRE INSURANCE COMPANY, Boston, Mass. Organized 1850. Joseph P. Gray, president; Francis E. Robinson, vice-president and secretary.

BOSTON MUTUAL LIFE INSURANCE COMPANY, Boston, Mass. Chartered 1891. John W. Wheeler, president; Herbert O. Edgerton, secretary and treasurer.

BOSTON PROTECTIVE DEPARTMENT has grown and developed out of small beginnings. In 1849 its sole equipment consisted of two canvas bags, each containing three oil covers. The headquarters were located in the insurance office of Dobson & Jordan, No. 50 State street. Assistant Engineer F. A. Coburn of the fire department was in charge, and had a key to the office door. He was authorized to press any person into service to help carry the covers.

In 1858 the fire department allowed the insurance companies to place six oil covers on the ladder of Ladder Company No. 1, to be used at fires. The men were paid at the rate of 50 cents an hour for their services. October 1, 1868, the first company was organized by Assistant Engineer W. A. Green of the fire department, and consisted of nine men, the driver being the only permanent man. The apparatus and equipment at that time consisted of a one-horse milk wagon, twenty-five covers, and a number of brooms and shovels, the whole being housed in the old Engine Company No. 8's house in North Bennett street. Up to March 20, 1874, the department was maintained by voluntary contribution. In 1874 the legislature granted a charter to the organization, which was accepted March 11, immediately after its passage, and a code of by-laws adopted. The original title, "The Boston Protective Department," was retained in the corporate name, and the fire insurance companies doing business in Boston are required to maintain it.

The maximum amount of expenditures was placed at \$30,000. Capt. J. S. Jacobs was appointed superintendent in 1874, and Company No. 2, was organized and located on Shawmut avenue, corner of Pleasant street. In 1875 the annual appropriation for the support of the department was increased to \$40,000. July 1, 1880, Samuel Abbott, Jr., was elected superintendent, and is still at the head of the department. In 1891 the appropriation was increased to \$50,000, in 1896 to \$65,000, in 1898 to \$70,000, in 1905 to \$85,000, and in 1906 and 1907 a sum not to exceed \$90,000 and in 1909 a sum not to exceed \$100,000. The department voted to adopt the New York system, known as "double banking," requiring two extra wagons and a double outfit at each house, with a second crew

of men who will be on duty through the night and subject to "call" service during the day. The department consists of three companies and a force of 63 men.

The thirty-fifth annual report of the department for the year ending December 31, 1908, gave the number of alarms during the year as 4,502, of which 3,402 were for fires, and of these, 1,477 occurred in brick, stone, and iron buildings, 1,406, in frame buildings, and 519 outside. Of these fires, 2,534 were confined to the floor where they originated, 274 to the building where they originated, 58 extended to adjoining property, and 17 extended beyond adjoining property. The total loss on buildings and contents was \$3,259,420.27; total insurance involved, \$30,311,755.88; and the total insurance loss was \$2,935,549.46. The insurance loss on buildings was \$1,325,713.38, and on contents, \$1,609,836.08. The total rent loss included in the above totals, was \$3,040.82, and the total insurance thereon was \$149,900.00. The total sprinkler loss was \$4,068.11, and the total insurance \$1,531,000. The loss on buildings and contents, direct loss, was \$2,045,093.56, and on buildings and contents, exposure losses, \$1,214,326.71.

The officers of the department elected at the annual meeting, held March 25, 1909, are: Francis H. Stevens, president; Augustus S. Lovett, vice-president; Edward Spaulding, secretary and treasurer.

BRANCH, J. B., president of the Providence Washington Insurance Company of Providence, R. I., is a native of Brooklyn, N. Y., where he was born February 18, 1851. He was educated in the public schools and high school of Providence, and went from the latter into the office of the American Insurance Company of Providence. In 1871 he entered the office of the Newport Fire and Marine Insurance Company, which was formed to take the business of the American Insurance Company, and was appointed its assistant secretary July 6, 1874. Upon the amalgamation of the Newport with the Providence Washington, May 22, 1875, he became assistant secretary of the latter company; was elected secretary in April, 1881, vice-president in January, 1889, and president in January, 1904.

BREWSTER, JAMES H., United States manager of the Scottish Union and National, entered the office of the Connecticut Fire Insurance Company in 1867, and was appointed assistant secretary in 1873. He retired from that company in October, 1880, receiving the appointment of United States assistant manager of the Scottish Union and National and the Lion Fire Insurance Companies, a position he occupied until January 1, 1900, when he received his present appointment.

BRINKERHOFF, JOHN JONES, actuary of the Association of Life Insurance Presidents, was born in Adams county, near Gettysburg, Pa., September 20, 1848. He was educated in Pennsylvania College, Gettysburg, from which he graduated in 1869. Soon after graduating he entered the office of the state auditor of Illinois as clerk, where he remained several years, and devoting his spare time to the

study of law. He later entered the law school of Union University, from which he was graduated in 1874. After being admitted to the bar in New York state and Illinois, he again entered the insurance department in the state auditor's office. He continued with the department until 1908, holding the position of actuary of the department from 1885 until 1908. He was secretary of the National Convention of Insurance Commissioners from 1892 to 1894 and again from 1899 to 1908, when he resigned this office and that of actuary of the Insurance Department of the state of Illinois and accepted the position of Actuary of the Association of Life Insurance Presidents which position he now holds. He is a fellow of the Actuarial Society of America.

BRISTOL, JOHN ISAAC DEVOE, manager of the New York city agencies of the Northwestern Mutual Life Insurance Company. was born at Springwells, Mich., March 16, 1845. At the age of twenty-three years he entered the office of the general agents of the Connecticut Mutual at Detroit, and two years later was sent to Leavenworth, Kan., to take charge of the agencies of the department, of which that city was the headquarters. In 1874 he was appointed Wisconsin state agent for the same company. In January, 1881, he became connected with the Northwestern Mutual Life as the special western agent, and in 1883 was transferred to New York city, and has since cultivated that field for his company.

BRITISH AMERICA ASSURANCE COMPANY, THE, of Toronto, Canada, was incorporated by act of the Canadian Parliament in 1833. Its capital is \$1,400,000. The present officers are: Hon. George A. Cox, president; W. R. Brock, and John Hoskin, K.C., L.L.D., vice-presidents; W. B. Meikle, general manager; P. H. Sims, secretary.

The company does a general fire insurance business throughout Canada, Mexico, and the United States, having been admitted to the latter in 1874. The northwestern, eastern, and middle states report to head office. The remaining United States territory is divided into departments, as follows: Southern, George J. Dexter, manager, Atlanta, Ga.; western, H. T. Lamey, manager, Denver, Col.; Pacific, J. J. Kenny, manager, San Francisco, Cal.; New England, Reed & Dunkle, General Agents, Boston, Mass.

The following are the principal features of the United States business for the year ending December 31, 1908: Assets, \$1,473,-470.08; liabilities, \$902,747.45; surplus in the United States, \$570,-722.63; total income in the United States, \$1,016,590.11; losses paid in the United States from 1874 to 1908 inclusive, \$20,072,223.14.

BRITISH AND FOREIGN MARINE INSURANCE COMPANY, (Limited) of Liverpool, Eng. W. L. H. Simpson, manager and attorney; John E. Hoffman, secretary, New York.

BROKER, TERM DEFINED. The insurance laws of a few states define who are brokers, as follows:

COLORADO. The Colorado law is contained in Section 21 of the Acts of 1907, creating an insurance department, and reads as follows:

Whoever, for compensation, not being the appointed officer, agent or solicitor of the company in which insurance or reinsurance is effected, acts or aids in any manner in negotiating any contract of insurance or re-insurance for a person other than himself, shall be insurance broker, and no person shall act as such broker unless licensed by the Commissioner as herein provided."

CONNECTICUT. Section 2935 as amended in 1889 and 1901:

Section 2935. Whoever for compensation acts or aids in any manner in negotiating contracts of insurance or reinsurance, or placing risks or effecting insurance or reinsurance for a person other than himself, and not being the appointed agent or officer of the company in which such insurance or reinsurance is effected, shall be deemed an insurance broker, and no such person shall act as such broker except as provided in this and the two succeeding sections; provided, however, that the duly authorized agent of any company legally admitted to do business in this state may, without being deemed a broker or procuring a broker's certificate of authority, negotiate or effect contracts of insurance or reinsurance with any qualified domestic insurance company or its agents, and with the authorized agents in this state or any foreign insurance company duly admitted to do business in this state, and such agents shall not be amenable under Section 2930 of the general statutes.

An amendment to Section 2935, passed in 1899, provides that "the duly authorized agent of any company legally admitted to do business in this State may, without being deemed a broker or procuring a broker's certificate of authority, negotiate or effect contracts of reinsurance.

KANSAS. Chapter 224, Laws of 1907. The law reads the same as the Connecticut law, except that the words, "in unauthorized companies" are substituted in the Kansas law for the words, "and not being the appointed agent or officer of the company in which such insurance or re-insurance is effected" in the Connecticut law.

MAINE. Section 74 of Chapter 49 of the Revised Statutes:

Section 74. The commissioner may license any person as broker to negotiate contracts of insurance for others than himself for a compensation, by virtue of which license he may effect insurance with any domestic company; or any resident of the State to negotiate such contracts and effect insurance with the agents of any foreign company who have been licensed to do business in this State, as provided in sections 72 and 73, but with no others.

MARYLAND. Section 143A of Article 23 of the Code of Public General Laws, also Chapter 740, Laws of 1900:

Whoever for compensation acts or aids in any manner in negotiating contracts of insurance or reinsurance, or placing risks, or effecting insurance or reinsurance for a person other than himself, and not being duly appointed solicitor, agent, or officer of the company in which such insurance or reinsurance is effected, shall be deemed an insurance broker within the meaning of this article.

MASSACHUSETTS. Section 93 of Chapter 522 of the Acts of 1894:

Section 93. Whoever for compensation acts or aids in any manner in negotiating contracts for insurance or reinsurance, or placing risks or effecting

insurance or reinsurance for a person other than himself, and not being the appointed agent or officer of the company in which such insurance or reinsurance is effected, shall be deemed an insurance broker, and no person shall act as such broker save as provided in this section.

MINNESOTA. Section 1620 revised laws of 1905:

Whosoever, not being the appointed agent or officer of the insuring company, for compensation acts for or in any manner aids another in effecting insurance or reinsurance, shall be deemed an insurance broker.

MISSOURI. Article 7; Section 7997, Laws of 1897 amended:

Section 7997. Insurance brokers.—Whoever, for compensation, acts or aids in any manner in negotiating contracts of insurance or reinsurance, or placing risks or effecting insurance or reinsurance for any person other than himself, and not being the appointed agent or officer of the company in which such insurance or reinsurance is effected, shall be deemed an insurance broker.

NEVADA. Section 15 of the Insurance Act of 1881:

Section 15. Any person who solicits insurance, receives an application or order to write, renew or procure any policy, collect any premium, or who attempts as middleman to place any fire insurance in this State, when such person holds no authority as agent from any insurance company or general agent of such company, shall be deemed an insurance broker.

OREGON. Section 3725, Laws:

Section 3581. Any person who solicits insurance, receives an application or order to write, renew or procure any policy, collect any premium, or who attempts as middleman to place any fire insurance in this State, when such person holds no authority as agent from any insurance company or general agent of such company, shall be deemed an insurance broker, and shall pay to the county where such business is conducted or attempted, in advance, a quarterly license of fifteen dollars, and the sheriff of the county shall collect the same.

PENNSYLVANIA. Section 43 of an Act to Establish an Insurance Department:

Section 43. Whoever acts or aids in any manner in negotiating contracts of insurance or reinsurance, or placing risks or effecting insurance or reinsurance for any person other than himself, receiving compensation therefor, and is not an officer, member or agent of the company or companies in which such insurance is effected, shall be deemed to be an insurance broker.

RHODE ISLAND. Chapter 416, Laws of 1896:

Whoever for compensation, acts or aids in any manner in negotiating contracts of insurance or reinsurance, or placing risks, or effecting insurance or reinsurance for a person other than himself, and not being the appointed agent or officer of the company in which such insurance or reinsurance is effected, shall be deemed an insurance broker.

VERMONT. Section 4194, General Laws:

Section 4194. A person may be licensed by the commissioners as an insurance broker to negotiate contracts of insurance, and to effect insurance for other than himself for a compensation, and by virtue thereof he may place risks or effect insurance with a domestic insurance company, or with the agents of a foreign insurance company licensed to do business in the State, but with no other; and such license may be renewed from year to year, ending on the first day of April. For each license or renewal thereof such broker shall pay the commissioners ten dollars.

VIRGINIA. Section 83 as amended in 1904, Chapter 20, Acts of 1904:

No person shall, without a license, act as insurance broker. Every person who shall solicit for compensation, directly or indirectly, to be derived therefrom any fire, marine, life, or other insurance, either on account of any person desiring to effect any such insurance, or on account of any insurance company, except the duly authorized agent (or a clerk actually employed in his office) of any insurance company licensed to do business in this state, shall be deemed an insurance broker. Any insurance agent (or a clerk actually employed in his office) who shall solicit, directly or indirectly, any fire, marine, or other insurance, either on account of any person desiring to effect any such insurance, or on account of any insurance company licensed to do business in this state, other than for the insurance company or companies for which he is the duly authorized agent, shall be deemed an insurance broker. Any person acting as insurance broker without a license shall pay a fine of not less than fifty dollars nor more than five hundred dollars for each offense. And any person or firm who shall fill up, sign, or deliver a policy or certificate of insurance for a corporation or association or persons not licensed to do an insurance business in this state by a legally authorized agent, shall be considered an agent of such corporation, or person, or association, and such person, corporation, or association shall be liable for all licenses, taxes, and penalties as if represented by a legally appointed agent. No person licensed as an insurance broker shall be authorized under his license to place any insurance in a company or association, or with a firm or person not licensed to do an insurance business in this state.

BROOKLYN UNDERWRITERS' ASSOCIATION. Representatives of fire insurance companies doing business in Brooklyn, N. Y., held a meeting in that city on April 8, 1896, and organized the Brooklyn Underwriters' Association. Trustees were chosen, who elected the following officers: Andrew J. Corsa, president; E. D. B. Walton, vice-president; Curtis C. Wayland, secretary, and W. A. Warburton, treasurer. A committee composed of W. A. Warburton, W. S. Benedict, and George F. Malby was appointed to prepare a constitution and by-laws. The present officers of the association, who were elected at the annual meeting held in April, 1904, are: Britton C. Thorn, president; E. B. Vanderveer, vice-president; John A. DeGroot, treasurer; John S. Oliver, secretary. Eligibility to membership is restricted to persons actively engaged in the business of fire insurance in Brooklyn. Secretary Oliver died in 1908, but the vacancy had not been filled when this volume went to press and the above are the present officers.

BROTHERHOOD ACCIDENT COMPANY, Boston, Mass. Organized 1892. John J. Whipple, president; Jay B. Crawford, secretary.

BROWNE, JOHN D., president of the Connecticut Fire Insurance Company, was born at Plainfield, Conn., in 1836, and at the age of eighteen years was following the vocation of teacher in his native town. In 1857 he established himself in business in Minnesota, and there remained several years, gaining a varied experience of western life. In 1866 he was appointed special agent of the Home of New Haven, and in 1867 transferred his services to the Hartford Fire in the same capacity. He was called to Hartford as secretary

of the company in 1870, and that office he resigned in 1880 to become president of the Connecticut.

BROWN, GARRETT, insurance journalist, is a native of Albemarle county, Virginia, and was born March 24, 1851. While the war was raging he was a schoolboy in the Davis Academy in his native county. His earliest business experience was obtained as clerk in a country store, and his first experience in insurance came as local agent at Gordonsville, Va., for the Virginia Fire and Marine of Richmond. Leaving the fire insurance for the life insurance business, he was in 1874-77 the North Carolina general agent for the Piedmont and Arlington Life, and in the latter year for the Penn Mutual Life. Then for several years he again represented the Virginia Fire and Marine, but as general agent for the Carolinas. Mr. Brown studied law when a resident of North Carolina, and was admitted to practice by the Supreme Court of that state. In 1883 he started the *Vindicator* at Atlanta, Ga., subsequently removing it to New Orleans. He organized in 1892 the Southern Industrial Life Insurance Company of Louisiana, and was its first president. On December 24, 1896, he sold his interest in the *Vindicator* and Southern Insurance Directory, and on January 5, 1897, he landed in Denver, Col., where he immediately began the publication of *Insurance Report*. He retired from insurance journalism, selling his interest in the *Insurance Report*, and took up a brokerage business in Chicago in January, 1902; but after one year's experience returned to insurance journalism, buying out the *Western Insurance Review* of St. Louis, Mo. In 1905 he came to New York and established *Protection*, a monthly journal devoted to insurance, finance, and banking, but the venture was short lived and he became general agent of the Missouri State Life Insurance Company with headquarters at Little Rock, Ark. In 1907 he purchased the *Insurance Leader*, of St. Louis, of which he is now publisher and editor.

BROWN, J. WOODS, special agent of the Fire Association of Philadelphia for the middle department, was born at Milton, Pa., June 25, 1864. He was graduated from Princeton University in 1885. In 1888 he established a local fire insurance agency at Milton, Pa., and in the early part of 1891 he was appointed deputy insurance commissioner of Pennsylvania by Governor Pattison, and retained that position until 1895, when he resigned to enter service of the Merchants' of Newark as special agent for Pennsylvania. He remained with the company until February, 1901, when he was appointed special agent for the Fire Association, with headquarters at the home office. In March, 1906, was appointed general agent of the Fire Association.

BROWN, TARLETON, insurance journalist, was born in Franklin county, N. C., March 21, 1878, and received his education in the public schools of New Orleans. He entered insurance journalism in 1897 as assistant manager of *Insurance Report* of

Denver, founded by his father, Garrett Brown, and in 1898 became manager and part owner of that paper. After a brief experience as a life insurance solicitor in 1902, he returned to journalism, and is at present president of the Western Insurance Review Company, publishers of the *Western Insurance Review*.

BRUSH, EDWARD CLIFFORD, manager of the New England department of the Pennsylvania Fire Insurance Company, Boston, is a native of Florida, and was born in St. Augustine, July 24, 1845. He is descended from the early Colonial and Spanish settlers in Florida, and received his education in St. John's Academy, St. Augustine. He served in the Confederate Army of Northern Virginia, and was for some years special agent for the Commercial Union Assurance Society of London for the southern states, subsequently being transferred to the New England field, and later was appointed manager of the fire branch of Boston Insurance Company. He is treasurer of the Insurance Library Association of Boston and president of the Boston Board of Fire Underwriters.

BUCHANAN, JOHN, insurance journalist, was born in Edinburgh, Scotland, July 17, 1871. He received his education in the English public schools and Glasgow University. He was connected for a time with an English mercantile firm, but coming to America in 1896, took up newspaper work. He is a writer on the *Boston Globe* and *Boston Commercial Bulletin*, and correspondent for the *New York Journal of Commerce* and *Commercial Bulletin*, *Insurance Press*, *Insurance Times*, and *Insurance Index*.

BUCHENBERGER, HUGO C., former associate manager of the United States branch of Hamburg-Bremen Fire Insurance Company, is a native of Heidelberg, Germany, where he was born July 1, 1852. He was entered upon a mercantile career upon reaching manhood, and in 1875 he became connected with the Hamburg-Bremen. He was appointed associate manager of the United States branch in March, 1882, and in 1907 was appointed manager at the home office.

BUCKS COUNTY CONTRIBUTIONSHIP, Morrisville, Pa., was organized in 1809 by the Quaker farmers of Bucks county, Pa., and is still doing business in a conservative way. It is a mutual company, insuring farm buildings principally, and its full name is "The Bucks County Contributionship for Insuring Houses and other Buildings from Loss by Fire." Its business is confined to Pennsylvania and New Jersey. The officers are: George M. Comfort, president, and William Balderston, secretary.

BUFFALO COMMERCIAL INSURANCE COMPANY, Buffalo, N. Y. Organized 1896; capital, \$200,000. Charles Groben, president; Gen. H. Hofheins, secretary.

BUFFALO-GERMAN INSURANCE COMPANY, Buffalo, N. Y. Organized 1867; capital, \$200,000. John G. Wickser, president; Charles A. Georger, secretary.

BULKELEY, MORGAN G., president of the Ætna Life Insurance Company, is the son of Judge Eliphalet A. Bulkeley, the first president of both the Connecticut Mutual Life and the Ætna. He was born at East Haddam, Conn., December 26, 1837. When a youth he was engaged in the dry goods business in Brooklyn, N. Y. In 1872 he returned to Hartford, organized the United States Trust Company, and was its president until July, 1879, when, upon Mr. Enders' resignation, he was chosen president of the Ætna Life. In 1880 Mr. Bulkeley was elected mayor of Hartford, and served eight years, and Governor of Connecticut from 1888 to 1893, and in 1894 was elected president of the Connecticut Society of Sons of the Revolution. He is also commander of the Connecticut Commandery of the Military Order of Foreign Wars, a member of the Society of the Cincinnati in the State of Connecticut, commander of the G. A. R. of Connecticut in 1903-04, and is connected as director with several financial and manufacturing corporations of Connecticut. At a joint session of the Connecticut General Assembly, held on January 17, 1905, Morgan G. Bulkeley was elected to represent the state of Connecticut in the United States Senate as the successor of General Joseph R. Hawley.

BULKLEY, GEORGE E., secretary of the Connecticut General Life Insurance Company, was born in North Granville, N. Y., November 4, 1873. He was educated in the public schools of Hartford and Yale University, from which he graduated in 1896. He entered the employ of the Connecticut General Life in that year and was appointed actuary in June, 1904, and was elected to his present position in May, 1905. He is an associate member of the Actuarial Society of America.

BULLARD, A. F., was born at New Bedford, Mass., in 1842. He went to the war with a Massachusetts regiment and was soon promoted to a captaincy for gallantry in the field. He entered the service of the Home of New York July, 1882, as special agent in Kansas. Afterward he was Kansas and Missouri state agent of the Fireman's Fund, and on December 1, 1894, he accepted the state agency of the North British and Mercantile for Missouri and Kansas. Since June 1, 1902, he has been general adjuster with Fred S. James & Co., Chicago. Captain Bullard was elected president of the Association of Fire Underwriters of Missouri in 1894.

BULLOCK, A. GEORGE, president of the State Mutual Life Assurance Company of Worcester, Mass., was born at Enfield, Conn., June 2, 1847, and was graduated from Harvard University in 1868. He was an active member of the bar of Worcester County until 1883, when he was elected president of the State Mutual to succeed his father, ex-Governor Bullock, who died a few months before. Mr. Bullock is a director in various banks, railroads, and other corporations.

BUNCE, JONATHAN B., formerly president of the Phoenix Mutual Life Insurance Company of Hartford, was born in that city

in 1832. He received his early business training in the city of New York, but in 1860 he was in the wool business in Hartford, and continued in it some fifteen years. In 1872 he was elected a director of the Phoenix Mutual, and upon his retirement from mercantile life in 1875, vice-president of the company. In 1889, upon the reorganization of the management of the company, Mr. Bunce was elected president. He resigned the presidency in December, 1904, to accept the presidency of the Society for Savings of Hartford, but was appointed president of the board of directors and chairman of the finance committee.

BURCHELL, GEORGE W., vice-president of the Queen Insurance Company of America, was born at Brooklyn, N. Y., May 31, 1850. When but fourteen years of age, in 1864, he entered the office of the Niagara Fire as a clerk, and continued there until 1869. He was in the mercantile business two years, and then with the Phenix of Brooklyn from 1871 to 1881, being special agent in the eastern and middle states the last eight years. In 1881 he went into the service of the Queen of Liverpool, traveling for it as general agent in the middle states, until 1889, when he became deputy manager of the United States branch. When the Queen Insurance Company of America was organized under the laws of the state of New York, to take the business of the Liverpool company, Mr. Burchell was appointed secretary. He was elected vice-president in April, 1900. He was elected president of the National Board of Fire Underwriters of America at the annual meetings in May, 1906, and 1907, and elected vice-president New York Board of Fire Underwriters at the annual meeting, May, 1906, and elected president of the Underwriters Salvage Company of New York in July, 1906.

BURPEE, WILLIAM B., secretary of the New Hampshire Fire Insurance Company, was born at Sutton, N. H., September 8, 1864. He received a public school education, and entered the service of the New Hampshire Fire as junior clerk in 1884. He was elected assistant secretary in August, 1905, secretary in January, 1909, and was elected chairman of the executive committee of the New England Insurance Exchange in 1904 and 1905.

BURGLARY, INSURANCE AGAINST. [For an account of the beginnings of burglary insurance in the United States, see *Cyclopedia* for 1900-1901.] The business of insuring against loss through "breaking and entering" premises by burglars is transacted by sixteen casualty companies in the United States. The returns of business done in 1908 are as follows:

Companies	Premiums Received.	Losses. Paid.
Aetna Indemnity,	\$150,945	\$62,180
American Bonding,	134,695	42,780
American Casualty,	4,504	1,427
American Fidelity,	42,228	13,410
Employers' Liability,	69,761	16,906
Fidelity and Casualty,	587,701	234,976

Companies	Premiums Received.	Losses. Paid.
Frankfort Marine, Accident, and Plate Glass,	22,480	7,087
General Accident,	141,575	65,597
London Guarantee & Accident,	15,238	852
Maryland Casualty,	272,369	84,150
Massachusetts Bonding,	36,087	6,189
National Surety,	262,808	119,776
New Amsterdam Casualty,	105,072	39,482
New Jersey Plate Glass,	50,664	17,366
Ocean Accident and Guarantee,	140,760	51,767
Pacific Coast Casualty,	9,893	4,909
Peoples Surety,	23	478
United States Casualty,	44,071	12,271
United States Fidelity and Guaranty,	264,650	72,212
United Surety,	54,269	16,627
Total, 1908,	\$2,409,793	\$870,442
Total, 1907,	2,296,440	788,256
Total, 1906,	1,940,200	679,212

BURNHAM, FREDERICK A., former president of the Mutual Reserve Life Insurance Company of New York. [See Death Roll.]

BURR, WILLIAM H., insurance journalist, was born at Chester, Warren county, N. Y., December 8, 1843, removing with his parents to Michigan some years later. He received his education in the public schools of Pontiac, and taught district school several winters. In 1865 he was graduated from the medical department of the University of Michigan, and practiced medicine for twelve years in Detroit and Bay City, Mich. He was medical examiner for some years for the New England Mutual, Travelers, Union Mutual, and other companies, and for a time was surgeon of the Detroit and Bay City Railroad. Giving up the practice of his profession on account of a difficulty with his eyes, he turned his attention to life insurance, acting as special agent of the New York Life. He followed this vocation until 1882, when he began at Detroit the publication of the *Indicator*, and has been connected with its editorial department ever since. He was one of the organizers of the Michigan Life Insurance Agents' Association, and was its secretary and treasurer in the first five years of its existence.

BURTIS, AREUNAH MARTIN, one of the secretaries of the Home Insurance Company of New York, is a native of that city, and was educated in its schools. He was a soldier of the Civil War, returning from which he entered the service of the Home in the autumn of 1864 as a clerk, and in subsequent years advanced by successive steps through the positions of adjuster, special agent, and assistant secretary to his present position, to which he was elected in March, 1898.

BURTIS, DAVID J., president of the Empire City Fire Insurance Company, New York, was born in New York city, July 21, 1853. He received a public school education and began his insurance career as a clerk in the office of the Firemen's Trust Insurance Company in 1870. He became connected with the Empire City Fire in 1875, and was elected secretary of the company in 1885, and

president in 1906. He has been assistant treasurer and treasurer of the New York Board of Fire Underwriters, is a trustee of the Universal Savings Bank, and a member of the Seventh Regiment Veteran's Association and Seventh Regiment Veteran and Active League Club of New York. Member of the National Geographic Society.

BUSH, HARRY, REYNOLDS, vice-president of the Dixie Fire Insurance Company, Greensboro, N. C., is of Scotch descent and a native of Virginia and was born at Norfolk, March 7, 1868. He was educated at the public and high schools and in the Dudley Institute of Frankfort, Ky., and has spent all his business life in fire underwriting. He began his insurance career in a local agency at Louisville, Ky., and represented the Caledonian Insurance Company as special agent for eight years. Later he became special agent of the London Assurance Corporation; superintendent of agents for the Traders Insurance Company, and subsequently was appointed manager of the southern department of the American Insurance Company of Newark. This latter position he held three years and until elected vice-president of the Dixie Fire Insurance Company in 1909. He was for a number of years a member of the executive committee, and successively vice-president and president of the Kentucky and Tennessee Board of Fire Underwriters, and has also served as a member of the executive committee of the South Eastern Underwriters Association.

BUTLER, LOUIS F., secretary of the Travelers Insurance Company of Hartford, is a native of Hartford, Conn., where he was born July 23, 1871. He was elected secretary in January, 1907.

BUTTON, JOSEPH, commissioner of insurance of Virginia. Richmond, Va., is a native of Virginia, and was born at Lynchburg, October 31, 1865. He was educated in the public schools of Lynchburg, and began his business career in newspaper work. Later he engaged in the insurance business. He was clerk of the state senate for eleven years, and was secretary of the state democratic committee for eleven years; was a delegate to the democratic national conventions of 1900 and 1904 from Virginia, was twice appointed on the staff of the governor of Virginia with the rank of colonel, and was unanimously elected secretary of the Constitutional Convention of 1901-02, which framed the present Constitution of the state. He was unanimously elected to his present position by the General Assembly when the bureau of insurance was created in 1906.

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CABOT, FRANCIS ELLIOT, secretary of the Boston Board of Fire Underwriters, was born in Boston, February 5, 1859. He was educated in the Brookline High School, Roxbury Latin School, and graduated from Harvard University in 1880 with the degree of A.B. He engaged in telephone and electric light work, and in 1884, became an inspector for the Boston Board of Underwriters. He served for one year, 1888-1889, as superintendent of surveys of the Buffalo Association, and in the latter year became superintendent and engineer of the Boston Board. He was elected to his present position with the Board in 1909. He is a member of the board of consulting engineers of the National Board of Fire Underwriters, member of the committee on devices and materials of the National Fire Protection Association, chairman of the electrical committee of the Underwriters' National Electrical Association, and an associate member of the American Institute of Electrical Engineers.

CALEDONIAN-AMERICAN INSURANCE COMPANY of New York. Organized 1897; capital, \$200,000. Charles H. Post, president; Milward Prain, secretary.

CALEDONIAN INSURANCE COMPANY of Edinburgh began business in United States in 1890, reinsuring the Anglo-Nevada. Charles H. Post, United States manager, New York.

CALEF LOVING CUP AND BEN WILLIAMS MEMORIAL VASE. At a meeting of the executive committee of the National Association of Life Underwriters, held at Pittsburg, Pa., in March, 1894, a communication was read from Major Ben S. Calef, of Boston, tendering a silver "loving cup" to the association, to serve as a prize in an annual inter-association contest, on the following terms:

The executive committee of the national association shall call for a paper or essay, not to exceed 750 words, on the subject, "What Have Life Underwriters' Associations Accomplished for the Benefit of the Companies, the Agents, and the Public?" Each association is to send one paper by a writer selected by itself from its own members; his name is to be placed in a sealed envelope bearing a number corresponding to the number of an envelope containing his paper. These are to be sent on or before June 1 to the secretary of the national association. The national executive committee will appoint a sub-committee of five members to open and read the several contributions, and decide by open ballot which they consider the best. This being decided, the envelope bearing the corresponding number shall be opened, and the paper so selected will be read at the national convention. The author of the selected paper shall receive the cup as custodian for his association, and it shall bear his name and that of

his association, and the date. The cup shall be held until the next annual meeting of the national association, when a similar competition shall take place under the direction of the national executive committee, they naming the subject for the paper. All the papers shall become the property of the national association, with the right to publish them.

The cup was accepted by the committee on behalf of the national association, with the conditions attached, and each of the local associations was duly notified. At the annual meeting of the national association at Chicago, June 21, 1894, the committee which had received and read the competing essays reported that the winner was Charles Van Tuyle, of the Minnesota Association, and the cup was formally presented by Major Calef and received by Mr. Shepard, a delegate, on behalf of Mr. Van Tuyle, who was not present, and whose essay was then read to the national association.

The second contest for the cup took place in 1895. A committee examined the essays, and unanimously decided in favor of awarding the cup to Henry K. Simons, of the Western Massachusetts Life Underwriters' Association. Charles T. Holt, of the same association, received second honor.

The committee appointed to award the prize in the third annual contest, October, 1896, were J. A. Fowler, C. M. Ransom, and Charles A. Hewitt of the insurance press. The subject of the essay was "What Can the Individual Member Do to Advance the Power and Influence of the Local Association?" There were fifteen competitors. The first prize was awarded to Charles B. Soule, of the Chicago Life Underwriters' Association. The second honor went to C. W. Pickell, of the Michigan Life Insurance Agents' Association.

The subject selected for the fourth annual contest, 1897, was "Ethics of Field Work," and the committee to decide it were Dr. H. C. Martin, F. C. Oviatt, and Frank B. Leavenworth of the insurance press. At the annual meeting of the National Association in September, 1897, the committee announced that the best essay was by W. S. Martin, Jr., of the New Hampshire Life Underwriters' Association, and the second best by Charles N. Haley, of the Wisconsin Association of Life Underwriters.

For the fifth annual contest, in 1898, the judges were R. R. Dearden, F. A. Dunham, and J. C. Bergstresser of the insurance press, and the subject was "The Relations and Obligations of Agents to Companies and the People." The winner was George W. Johnson of the Cincinnati Life Underwriters' Association, and the second place was awarded to R. L. Foreman of the Georgia Association of Life Insurers.

The Ben Williams memorial vase, presented to the National Association in 1899, was the gift of twenty gentlemen, members of the National Association, in remembrance of Ben Williams, the western life insurance manager, who died May 22, 1898. The conditions of the gift are that it shall be presented, for the year, to the second best contestant for the Calef Cup, under the same regulations.

The committee for the sixth annual contest, in 1899, were A. H. Huling, J. H. C. Whiting, and A. G. Hall of the insurance press. The subject was "Qualifications Essential to the Best Success of the

Life Insurance Agent." The successful contestant was William E. Brightman of Tiverton, R. I., a member of the Boston Association of Life Underwriters. The winner of the Ben Williams memorial vase was Edwin O. Sutton of Springfield, Mass., a member of the Western Massachusetts Life Underwriters' Association.

The subject of the contest of 1900 was "Life Insurance as a Factor in Social Economics." The committee of award were President William J. Tucker of Dartmouth College, President Elmer H. Capen of Tufts College, and Rev. Robert A. Woods of South End College Settlement, Boston, Mass. The winner of the Calef Cup was Edwin O. Sutton of Springfield, Mass., a member of the Western Massachusetts Life Underwriters' Association; and of the Ben Williams Vase, Franklin Wyman of Chicago, a member of the Chicago Life Underwriters' Association.

The eighth annual contest resulted in presenting, at the annual meeting at Portland, Me., in 1901, the Calef Cup to George H. Wilkins of Springfield, Mass., a member of the Western Massachusetts Life Underwriters' Association, and the Ben Williams Vase to E. O. Sutton of Springfield, a member of the same association. The subject for the essays was "The Influence of Life Insurance on Character," and the judges were President W. H. P. Faunce of Brown University, President Andrew V. V. Raymond of Union College, Schenectady, and Dr. J. S. Bloomington.

At the ninth annual contest, in 1902, the first prize was awarded to E. O. Sutton of Springfield, Mass. (for the fourth time), and the second prize to W. I. Hamilton, a division manager at the home office of the Prudential of Newark. Special mention was awarded to George M. Herrick of Chicago and George N. Wilkins of Springfield, Mass. The subject of the essays was "What the Insurance Agent Owes to His Profession." The judges were Professor Nathaniel Porter of Chicago University, C. M. Cartwright of Chicago, and General B. F. Cowan of Cincinnati.

The tenth annual contest, in 1903, resulted in the first prize being awarded to J. J. Devney of Cleveland, O., and the second to J. F. Jeffries of Philadelphia. The subject was "Building for the Future."

The eleventh annual contest resulted in presenting, at the annual meeting at Indianapolis in 1904, the Calef Cup to J. H. Jeffries of Philadelphia, and the Ben Williams Vase to Jacob A. Jackson of New York. The subject was "The Bounds of Competition."

The twelfth annual contest at the meeting in Hartford in 1905 resulted in the Calef Cup being awarded to Melvin P. Porter of Buffalo, N. Y., and the Ben Williams Vase to Howard H. Hoyt, of Chicago. The subject was "Loyalty as a Factor in the Development of an Agent."

The thirteenth annual contest, in 1906, resulted in the Calef Cup being awarded to Howard H. Hoyt of the Chicago Association, and the Ben Williams Vase to C. M. March of Portland, Me. The subject was "The Relation of the Public Press to American Life Insurance."

The fourteenth annual contest, in 1907, resulted in the Calef Cup being awarded to Melvin P. Porter of Buffalo, and the Ben Williams Vase to Charles M. March, of Portland, Me. The subject was "The Life Insurance Agent and His Future."

The fifteenth annual contest in 1908 resulted in the Calef Cup being awarded to Charles E. Burt of the Los Angeles Association and the Ben Williams Vase to Alfred C. Newell of the Georgia Association. The subject was "Publicity from the Standpoint of the Agent, the Company and the Policyholder."

The Calef Cup is of silver, of generous proportions, beautifully carved, with three graceful handles, and bearing on its side the inscription "National Association of Life Underwriters. Annual Essay Cup. Presented by Benjamin S. Calef, Boston, 1894." The workmanship was specially designed and executed by Shreve, Crump & Low, Boston, Mass. The lamented death of the donor occurred January 9, 1897.

CALIFORNIA INSURANCE SUPERVISION IN, 1868-1909. The insurance department of California was organized in 1868. The title of the officer in charge is insurance commissioner; who is appointed by the Governor, and his term of office is for four years. The commissioners have been as follows:

George W. Mowe,	.	.	.	.	.	May	5, 1868-April	1, 1872
J. W. Foard,	.	.	.	.	.	April	1, 1872-April	8, 1878
J. C. Maynard,	.	.	.	.	.	April	8, 1878-April	8, 1882
George A. Knight,	.	.	.	.	.	April	8, 1882-April	19, 1886
J. C. L. Wadsworth,	.	.	.	.	.	April	19, 1886-April	8, 1890
J. N. E. Wilson,	.	.	.	.	.	April	8, 1890-April	8, 1894
M. R. Higgins,	.	.	.	.	.	April	8, 1894-Mar.	15, 1897
Andrew J. Clunie,	.	.	.	.	.	Mar.	15, 1897-April	8, 1902
E. Myron Wolf,	.	.	.	.	.	April	8, 1902-	

Mr. Higgins resigned in 1897 and Mr. Clunie was appointed to fill out his unexpired term. The latter was reappointed in 1898 for a full term, which expired in April, 1902. E. Myron Wolf was appointed for the term beginning April 8, 1902, and re-appointed in 1906.

CALIFORNIA INSURANCE COMPANY, San Francisco, Cal. Reorganized 1905 (organized 1861); capital, \$400,000. W. E. Dean, president; George W. Brooks, secretary.

CALIFORNIA STATE ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS, was organized at a meeting held in Oakland, June 19, 1908, and officers were elected as follows: President, I. H. Clay; vice-president, R. W. Carmichael; second vice-president, W. Stephens; third vice-president, J. C. Craig; secretary and treasurer, Fred W. Le Ballister. These officers were re-elected at the annual meeting in May, 1909.

CALUMET INSURANCE COMPANY of Chicago, Illinois. Organized 1904; capital, \$200,000. W. Irving Osborne, president; James A. Patten, vice-president; Otto E. Greely, secretary and manager.

CAMDEN FIRE INSURANCE ASSOCIATION, Camden, N. J. Organized 1841; capital, \$400,000. Edmund E. Read, Jr., president; Joseph K. Sharp, secretary.

CANCELLATION. The fire insurance policy provides for cancellation at any time by either the owner of the property or the company, by giving legal notice. If cancelled by the insured the premium is returned, less the short rate for the expired time. If cancellation is desired by the company the *pro rata* portion of the premium must be returned before cancellation is complete. Notice alone is not sufficient.

CAPITAL FIRE INSURANCE COMPANY, Concord, N. H. Organized 1886; capital, \$200,000. Lyman Jackman, president; Rufus N. Newell, secretary.

CAPITAL INCREASE OF IN 1908. In fire insurance in 1908 the following companies increased their capital: National Union, Pittsburgh, from \$750,000 to \$1,000,000; Jefferson Fire, Philadelphia, from \$200,000 to \$500,000; Cooper Fire, Dayton, O., from \$100,000 to \$200,000; Insurance Company of the State of Illinois, Rockford, from \$250,000 to \$300,000; St. Louis Fire, St. Louis, from \$100,000 to \$200,000; Florida Home, Marianna, Florida, from \$120,000 to \$200,000; Stuyvesant, New York, from \$200,000 to \$400,000; Western Reserve, Cleveland, from \$200,000 to \$300,000; Northwestern Fire and Marine, Minneapolis, from \$300,000 to \$500,000; and Michigan Commercial, Lansing, from \$300,000 to \$400,000. In life insurance the Southwestern Life, Dallas, increased its capital from \$100,000 to \$200,000; Union Central, Cincinnati, from \$200,000 to \$500,000, and in casualty insurance the Empire Casualty, Parkersburg, W. Va., increased its capital from \$150,000 to \$250,000; German Commercial Accident, Philadelphia, from \$100,000 to \$300,000 and the Pacific Mutual Indemnity, Los Angeles, from \$100,000 to \$250,000.

CAPITAL INSURANCE COMPANY, Des Moines, Ia. Organized 1884; capital, \$25,000. paid in, \$100,000. subscribed. J. S. Dewell, president; Chas. E. Campbell, secretary.

CAPITOL LIFE INSURANCE COMPANY OF COLORADO, THE, Denver, Co. Organized 1905; capital, \$100,000. Thomas F. Daly, president; Fred W. Bailey, secretary.

CAROLINA FIELD CLUB was organized at a meeting in Asheville, S. C., in April, 1906, and its membership consists of officers and general and special agents of companies. Its purposes are social, and the promotion of good underwriting practices in the states of North and South Carolina. Officers were elected as follows: President, Jefferson Pearce, Special Agent of the North British & Mercantile; vice-president E. H. Chisholm, Special Agent of the Piedmont; secretary, Robert G. Hayes, Special Agent of the National of Hartford. The present officers are: President, Benj. J. Smith, State Agent, Home of New York; vice-president, Alex.

Webb, vice-president of North Carolina Home; second vice-president, W. S. Wilkinson, secretary of Underwriters Fire of North Carolina; secretary; Robert G. Hayes, Special Agent of the National of Hartford, Charlotte, N. C.

CAROLINA INSURANCE COMPANY, Wilmington, N. C. Organized 1887; capital, \$50,000. R. R. Bellamy, president; H. C. McQueen, vice-president; M. S. Willard, secretary.

CARR, STEPHEN W., formerly insurance commissioner of the state of Maine, was born at Bowdoinham in that state October 26, 1840. He is a merchant by vocation, and has long been prominently identified with the business interests of the section in which he lives. He was county commissioner twelve years, and afterward a member of Governor Burleigh's council. In January, 1894, he succeeded Joseph O. Smith as insurance commissioner. He was reappointed in 1897, in 1900, 1903, and in 1906. Mr. Carr was president of the National Insurance Convention, the organization of state insurance officials, in 1897-1898. He retired as insurance commissioner in January, 1909.

CARTWRIGHT, CHARLES M., managing editor of the *Western Underwriter*, was born in Waynesville, Ohio, November 12, 1869. He received his education in the public schools and the National Normal University, Lebanon, Ohio, and was graduated from Princeton University in the class of 1894 with the honor of "Magna Cum Laude." His early occupations were farming and teaching, and after leaving college he became a reporter on the *Chicago Inter-Ocean*. He was advanced to insurance editor in June, 1895, and served in that capacity four years. In 1899 he took charge of the editorial department of the *Western Underwriter*. Following the incorporation of the Western Underwriter Company, under the Ohio laws, Mr. Cartwright was chosen vice-president and treasurer. He is now the active manager of the company.

CAREY, J. A. insurance journalist, was born in Montreal, Canada, December 25, 1853, of Scotch and English parentage. He received a private school education and graduated from McClure's California Academy in 1869. His early occupation was that of a telegraph operator. In 1872, he was a local agent, afterward a field man, then a life insurance solicitor, and in 1880 became general agent in Oregon, Washington and Idaho for an accident insurance company which he managed with a local fire insurance business until 1889, at the same time publishing the *Sunday Star* at Seattle and the *Coming Century*, at Portland. Since 1892, he has been editor and publisher of *The Adjuster*, San Francisco.

CASE, CHARLES LYMAN, United States branch manager of the London Assurance Corporation, was born in Chelsea, Mass., in 1850. After preparation for college, which he had to abandon on account of ill health, and after a brief clerkship in a Boston book store, he went in 1870 to Chicago, Ill., and entered the insurance

agency office of C. H. Case & Co. His field service began in 1872 with the Insurance Company of North America, and subsequently he represented the Pennsylvania Fire in connection with the Insurance Company of North America, in a similar position. In 1877 he established a local agency at St. Louis, Mo., but returned to Chicago in 1887 to take the western management of the London Assurance Corporation, and succeeded to the United States management on the retirement of Mr. Marks in 1892, removing from Chicago to the United States headquarters at New York.

CASTLEMAN, JOHN BRECKINRIDGE, late manager for the Royal of Liverpool for the department of the southwest, with headquarters at Louisville, was born in Fayette county, Kentucky, June 30, 1842. He was educated at Transylvania University, from which, at the age of nineteen years, he went into the Confederate army at the outbreak of the war. He was a trooper in Morgan's famous cavalry from 1861 to October, 1864, when he was captured and placed in solitary confinement for nine months, being released on his parole of honor in July, 1865, to leave the United States. He continued his education in Europe, and returned to study law at the University of Louisville, from which he was graduated in 1868. In 1869 he received the appointment of department manager of the Royal, which he held for thirty-three years, resigning in May, 1902. General Castleman was adjutant-general of Kentucky under Governor Knott, and chairman of the Democratic State Central Committee in 1890 to 1892, and was in 1888 and in 1892 delegate to the National Democratic convention. He has been commanding officer of the Louisville Legion since 1878 and president of the Louisville Board of Park Commissioners from 1892 to the present time. When the Spanish-American war broke out in April, 1898, he carried the First Regiment, Kentucky Volunteer Infantry, into the United States army. He took part in the Porto Rico campaign. President McKinley recognized his services by appointing him Brigadier-General of United States Volunteers. In the adjustment of the serious difficulties in the state of Kentucky following the assassination of Governor Goebel he took charge of the interests of the people in the state and settled the hostile differences without hostile collision between the people. President of Board of Park Commissioners of city of Louisville for sixteen years, from 1891.

CASUALTY AND SURETY SOCIAL CLUB of New York, was organized at a meeting of casualty and surety underwriters of New York city held in December 1908. The purposes of the club are wholly social. Officers were elected as follows: President, Edmund Dwight, resident manager Employers Liability; vice-presidents, Edson S. Lott, president United States Casualty, and David W. Armstrong, Jr., secretary National Surety; secretary, William J. Gardner, resident secretary Aetna Life; treasurer, Edward L. Hearn, second vice-president Casualty Company of America; executive committee; William F. Moore, president New Amsterdam Casualty; James G. Batterson, resident director Travelers; Charles

E. W. Chambers, secretary Lloyds Plate Glass; Ballard McCall, resident vice-president Massachusetts Bonding.

CASUALTY INSURANCE COMPANY OF AMERICA of New York. Organized and began business in 1903; capital, \$500,000. E. W. De Leon, president; Edward L. Hearn, vice-president and general manager; N. W. Muller, secretary; John E. Connelly, treasurer.

CASUALTY INSURANCE. [See Accident Insurance.]

CASUALTY UNDERWRITERS' ASSOCIATION, of Pittsburgh, was organized in 1909 by city managers of casualty companies for social purposes and the improvement of underwriting conditions. The officers elected are: President, W. W. Flanagin, Casualty Company of America; vice-president, W. L. Clark, Maryland Casualty; secretary and treasurer, J. M. Henry, Ætna.

CENTRAL LIFE ASSURANCE SOCIETY OF THE UNITED STATES, Des Moines, Iowa. Organized 1896; capital, \$100,000. George B. Peak, president; H. G. Everett, secretary.

CENTURY FIRE INSURANCE COMPANY, Des Moines, Ia. Organized 1900; capital, \$100,000. G. J. Delmege, president; J. J. Bynon, secretary.

CHAPMAN, ROBERT, general manager of the Caledonian Insurance Company of Edinburgh, Scotland, is of Scottish descent and was born on the island of St. Vincent, West Indies, October 31, 1861. He was educated in the public schools and began his business career in the office of the Caledonian in 1875. He served in all departments of the company's office, both fire and life, and in 1884 was appointed inspector of agencies in the Glasgow office. The following year he was appointed head office inspector, and in 1892 secretary of the company in its Dundee office, and in 1895 jointly holding position of secretary for Dundee and Aberdeen offices. In 1899 he was made agency manager at the head office in Edinburgh, and the following year joint secretary there. While agency manager and joint secretary he visited several foreign countries and took full charge of the organization of the company, and in 1903 he was appointed manager-secretary at the London office, and in November, 1904, he was appointed general manager in place of Mr. Deuchar.

CHASE, CHARLES EDWARD, president of the Hartford Fire Insurance Company, was born in Dubuque, Iowa, March 29, 1857. He was educated in the public schools of Hartford, graduating from the High School in 1876, and in 1877 began his business career in the local agency of the Hartford Fire. In 1880 he entered the home office in a clerical capacity, and in July, 1890, was appointed second assistant secretary. He was elected vice-president in 1903, and succeeded his father in the presidency in January, 1908. He was president of the Hartford Board of Fire Underwriters

from 1894 to 1908, when he declined a re-election, and was elected a member of the common council in 1892, and a member of the board of alderman in 1893 and 1895. He is actively interested in a number of Hartford organizations, being a director of the Connecticut Mutual Life Insurance Company, the Hartford Board of Trade, the Hartford National Bank and the Connecticut Trust & Safe Deposit Company.

CHASE, GEORGE L., former president of the Hartford Fire Insurance Company. [See Death Roll.]

CHICAGO BOARD OF UNDERWRITERS. The first board of underwriters of Chicago was organized in 1849. W. Dole, who represented a company now long defunct, the Columbus Insurance Company of Ohio, was the first president, and John C. Dodge was secretary. After this organization fell to pieces another board was formed in 1856, with the pioneer insurance man of Chicago, Gurdan H. Hubbard of the *Ætna*, as president, and J. Kearney Rodgers as secretary and surveyor. In 1861 this organization was duly incorporated by the legislature as the Chicago Board of Underwriters.

Following the great fire the board was reorganized February 22, 1872 with S. M. Moore as president, General A. C. Ducat vice-president, J. Goodwin, Jr., treasurer, and Alfred Wright, secretary. The career of the board was undisturbed until 1880, when, because of violent internal dissensions, a number of members withdrew, and, on January 27, started a rival organization, to which they gave the name of the Underwriters' Exchange. The first officers were Robert J. Smith, president; William E. Rollo, vice-president; and R. M. Trimmingham, secretary. The two bodies continued their labors on parallel lines for five years, sometimes in harmony, but more often in hostility, until in 1885, after repeated efforts, a union of forces was effected. A new organization was created (the Chicago Fire Underwriters' Association), and into this the Exchange was merged. The board members also became members of the association, but the Board of Underwriters was continued, shorn of all its executive powers except that of supervision of the fire patrol. This was done to comply with the state law which authorized the organization of the fire patrol. In January, 1906, the board assumed the executive powers of the old associations. Officers were elected at the annual meeting in 1909 as follows: President, Charles Nelson Bishop; vice-president, Clarence S. Pellet; secretary, R. N. Trimmingham; treasurer, H. G. Buswell; manager, H. H. Glidden.

CHICAGO FIRE INSURANCE PATROL. [See Patrol.]

CHICAGO, LIFE UNDERWRITERS' ASSOCIATION OF
[See Life Underwriters' Association of Chicago.]

CHICAGO, MANAGERS OF DEPARTMENTS WITH
HEADQUARTERS AT.

<i>Companies.</i>	<i>Managers.</i>	<i>Offices.</i>
Aachen & Munich,	H. W. Murray,	153 La Salle St.
Ætna,	T. E. Gallagher,	159 La Salle St.
Agricultural, New York,	MacEnaney & Hengle,	195 La Salle St.
Allemanina Fire, Pittsburgh,	Eliel & Loeb,	159 La Salle St.
American Central, Missouri,	Rogers & Rollo,	159 La Salle St.
Assurance Company of America,	Moore, Case, Lyman & Hubbard,	159 La Salle St.
Atlas, London,	Geo. E. Haas,	171 La Salle St.
Boston,	Moore, Case, Lyman & Hubbard,	159 La Salle St.
British America,	W. R. Townley,	125 Monroe St.,
Buffalo Commercial,	Neuburger & Co.,	159 La Salle St.
Buffalo-German,	Geo. Hermann & Co.,	The Temple.
Caledonian,	Ernest Heim,	159 La Salle St.
Citizens, St. Louis,	John Shepherd,	159 La Salle St.
Commerce, Albany,	Wiley, Corlies & Magill,	166 La Salle St.
Commercial Union, N. Y.,	H. C. Eddy,	125 Monroe St.
Commonwealth, N. Y.,	S. D. Andrus,	
Concordia, Wisconsin,	Montgomery & Funkhouser,	159 La Salle St.
Continental, N. Y.	George E. Kline,	718 Postal Telegraph Building.
Connecticut Fire,	J. J. McDonald,	367 Rookery Building.
Delaware, Pa.,	O. C. Kemp,	Rector Building.
Detroit F. & M.,	I. J. Lewis,	159 La Salle St.
Dixie Fire,	MacEnaney & Hengle,	195 La Salle St.
Dubque F. & M.,	P. P. Kranz,	84 La Salle St.
Fire Association, Pa.,	Bush & Robertson,	159 La Salle St.
Fireman's Fund, Cal.,	Marshall & McElhone,	New York Life Bldg.
Firemen's Newark,	Geo. W. Montgomery & Co.,	159 La Salle St.
Georgia Home,		159 La Salle St.
German, Peoria, Ill.,	Brummel Bros.,	155 La Salle St.
German-American, N. Y.,	W. H. Sage,	125 Monroe St.
Germania Fire, N. Y.,	E. G. Halle,	206 Royal Building.
Girard F. & M., Philadelphia,	W. E. Rollo & Son,	159 La Salle St.
Glens Falls, N. Y.,	J. L. Whitlock,	159 La Salle St.
Hamburg-Bremen,	Witkowsky & Affeld,	174 La Salle St.
Hanover Fire, New York,	C. W. Higley,	The Temple.
Hartford Fire, Conn.,	Cofran & Dugan,	New York Life Bldg.
Insurance Co. of North America,	Marsh & McLennan,	159 La Salle St.
Insurance Co. State of Illinois,	C. L. Evans,	159 La Salle St.
Law Union & Crown, London,	A. F. Shaw,	171 La Salle St.
Liverpool & London & Globe,	W. S. Warren,	205 La Salle St.
London & Lancashire,	Charles E. Dox,	New York Life Bldg.
Lumbermen's, Pa.,	Herrick & Auerbach,	Calumet Building.
Mechanics, Philadelphia,	Herrick & Auerbach,	Calumet Building.
Michigan F. & M., Detroit,	I. J. Lewis,	159 La Salle St.
Milwaukee Mechanics,	Harry Fox,	159 La Salle St.
Milwaukee Fire, Milwaukee,	Shipman & Wayne,	159 La Salle St.
National Fire, Conn.,	Fred S. James,	New York Life Bldg.
Newark Fire, New Jersey,	Carroll L. De Witt,	159 La Salle St.
New Jersey Fire,	J. D. Sheahan,	184 La Salle St.
New York Fire,	H. W. Colson,	155 La Salle St.
New York Underwriters,	Munger, Vokoun, Wetmore & Witherbee,	159 La Salle St.
Niagara Fire, N. Y.,	W. L. Steele,	159 La Salle St.
Norwich Union,	W. C. Leach,	164 La Salle St.
North British & Mercantile,	W. J. Littlejohn,	159 La Salle St.
Northern, London,	Gerald H. Lermitt,	642 Monadnock Bldg.
Northwestern National,	John D. McCune,	222 La Salle St.
Orient, Hartford,	Charles E. Dox,	New York Life Bldg.
Pacific Fire,	Rollins & Burdick,	159 La Salle St.
Palatine, London, England,	H. C. Eddy,	Manhattan Building.
Pennsylvania Fire,	C. H. Barry,	125 Monroe St.
Phenix, Brooklyn,	J. H. Lenehan,	205 La Salle St.
Philadelphia Underwriters,	Marsh & McLennan,	159 La Salle St.
Phoenix, Hartford,	Lovejoy & Spear,	172 La Salle St.
Phoenix, London,	M. F. Driscoll,	1019 Manhattan Bldg.
Pittsburgh, Pa.,	Herrick & Auerbach,	Calumet Building.
Providence-Washington,	S. T. Collins,	1001 Manhattan Bldg.
Prussian-National,	Harold W. Letton,	Monadnock Building.

<i>Companies.</i>	<i>Managers.</i>	<i>Offices.</i>
Queen, New York, . . .	P. D. McGregor, . . .	Royal Ins. Building.
Queen City Fire, S. D., . . .	Anderson & Young, . . .	159 La Salle St.
Reliance, Philadelphia, . . .	O. C. Kemp, . . .	Rector Building.
Rochester German, . . .	O. C. Kemp, . . .	Rector Building.
Royal, Liverpool, . . .	Law Brothers, . . .	1200 Royal Building.
Royal Exchange, . . .	Thos. Cooper, . . .	159 La Salle St.
Shawnee Fire, . . .	J. D. Sheshan, . . .	184 La Salle St.
Sovereign Fire Toronto, . . .	Geo. J. Dykhous, A. Mgr., . . .	159 La Salle St.
Spring Garden, Philadelphia, . . .	Critchell, Miller, Whitney & Barbour, . . .	148 La Salle St.
Springfield F. & M., Mass., . . .	A. J. Harding, . . .	206 La Salle St.
Sun, London, . . .	H. N. Kelsey, . . .	New York Life Bldg.
Svea, Sweden, . . .	John Naghten & Co., . . .	159 La Salle St.
Union, London, . . .	A. F. Shaw & Co., . . .	New York Life Bldg.
United Firemen's, . . .	F. M. Fargo, Special Agt., . . .	172 La Salle St.
Virginia F. & M., Richmond, . . .	James I. Loeb, . . .	189 La Salle St.
Virginia State, . . .	Shipman & Wayne, . . .	159 La Salle St.
Westchester Fire, . . .	Lotz & Schwartz, . . .	1101 Royal Building.
Western, Toronto, . . .	W. R. Townley, . . .	125 Monroe St.

LIFE.

Ætna Life, Conn., . . .	Thomas R. Lynas, . . .	125 La Salle St.
Ætna Life, Conn., . . .	Fred B. Mason, . . .	225 Dearborn St.
Bankers' Life, Des Moines, . . .	F. E. Horne, . . .	Tacoma Bldg.
Berkshire Life, . . .	Wyman & Palmer, . . .	100 Washington St.
Canada Life, . . .	Chas. F. Bullen, . . .	The Rookery.
Connecticut Mutual, . . .	Sam'l Chase, . . .	413 Monadnock Bldg.
Connecticut General, . . .	Dr. H. C. Castor, . . .	155 La Salle St.
Equitable, Iowa, . . .	Suter & Taylor, . . .	Monadnock Building.
Equitable, New York, . . .		First Nat'l Bank Bldg.
Fidelity Mutual, Philadelphia, . . .	A. E. Bennett, . . .	Chamber of Commerce.
Germania, New York, . . .	William Dechert, . . .	416 Unity Building.
Hartford Life, . . .	Thos. Shields, . . .	First Nat'l Bank Bldg.
Hartford Life, . . .	H. B. Johnson, . . .	122 Hartford Bldg.
Home Life, New York, . . .	J. W. Jackson, . . .	205 La Salle St.
John Hancock Mutual, . . .	J. H. Strong, . . .	901 Association Bldg.
Manhattan, New York, . . .	F. L. Morrell, . . .	Marquette Building.
Massachusetts Mutual, . . .	L. B. Bishop, . . .	Mchts. L. & T. Bldg.
Merchants' Life Association, . . .	Sterling & Kenna, . . .	502 Fisher Building.
Metropolitan Life, New York, . . .	P. J. Kraus, . . .	268 E. No. Ave.
Metropolitan Life, New York, . . .	H. Nevison, . . .	90 La Salle St.
Michigan Mutual, . . .	E. H. Elwell, . . .	Manhattan Bldg.
Minnesota Mut. Life, St. Paul, . . .	F. W. Leonard, . . .	1532 Monadnock Bldg.
Mutual Benefit, N. J., . . .	R. D. Bokum, . . .	1616 Marquette Bldg.
Mutual Life, N. Y., . . .	W. B. Carlile, . . .	Tribune Building.
National, Vermont, . . .	D. G. Drake, . . .	Marquette Building.
New England Mutual, . . .	C. B. Cleveland, . . .	Hartford Building.
Northwestern Mutual, . . .	Ralph Hobart, . . .	Rookery Bldg.
New York Life, . . .	H. T. Holtz, . . .	New York Life Bldg.
Pacific Mutual Life, . . .		Marquette Building.
Penn Mutual, Philadelphia, . . .	Smith, McCary & Co., . . .	307 Tacoma Bldg.
Penn Mutual, Philadelphia, . . .	W. W. McComber, . . .	307 Tacoma Bldg.
Phoenix Mutual, Conn., . . .	Jules Girardin, . . .	328 The Temple.
Provident Life & Trust, . . .	Janney & Pickering, . . .	Marquette Building.
Provident Savings, . . .	H. E. Marshall, . . .	1305 Monadnock Bldg.
Prudential, . . .	E. T. Pape, . . .	217 Manhattan Bldg.
Prudential, . . .	A. X. Schmidt, . . .	600 Royal Bldg.
Security Life, . . .	Home Office, . . .	Majestic Building.
Security Mutual, New York, . . .	Geo. Hoffman, . . .	Marquette Building.
Security Trust and Life, . . .	C. B. Soule, . . .	Atwood Building.
State Mutual, Mass., . . .	Evarts Wrenn, . . .	85 Dearborn St.
State Mutual, Mass., . . .	E. H. Carmack, . . .	85 Dearborn St.
Travelers, Conn., . . .	J. H. Nolan, . . .	1123 Stock Exchange.
Union Central, Ohio, . . .	E. A. Ferguson, . . .	Reliance Building.

<i>Companies.</i>	<i>Managers.</i>	<i>Offices.</i>
Union Mutual, Maine, . . .	H. S. Dale, . . .	84 Adams St.
United States, New York, . .	J. N. Shockney, . . .	115 Monroe St.
Washington Life, New York, .	H. D. Penfield & Son, .	Association Bldg.

ACCIDENT, CASUALTY, ETC.

Ætna Indemnity, Hartford, . .	A. R. Sexten & Co., . .	159 La Salle St.
Ætna Life, Conn.,	Geo. T. French,	Ft. Dearborn Bldg.
American Surety, New York, .	R. R. Gilkey,	115 Adams St.
Casualty Co. of America, . . .	Fred S. James & Co., . .	171 La Salle St.
Commercial Mut. Accident, P'la.,	Geo. F. Zaneis,	619 The Temple.
Continental Casualty,	Home Office,	1208 Michigan Ave.
Employers' Liability, Eng., . .	George A. Gilbert, . . .	159 La Salle St.
Federal Union Surety,	Montgomery & Funkhouser, .	159 La Salle St.
Fidelity and Casualty, N. Y., .	W. A. Alexander & Co., .	New York Life Bldg.
Fidelity & Deposit Co., Balt., .	Conkling, Price & Webb, .	171 La Salle St.
Frankfort Acc't and Plate Glass, .	M. J. Grogan,	159 La Salle St.
Gr. Eastern Cas. & Indem., N. Y.,	S. Greenbaum,	829 Stock Exchange.
Guaranty Co. of No. America, .	John R. Pruyn,	400 The Temple.
Hartford Steam Boiler,	H. M. Lemon,	800 Royal Building.
Lloyds Plate Glass, N. Y., . . .	Montgomery & Funkhouser, .	The Temple.
London Guarantee and Acc't, . .	A. W. Masters,	206 La Salle St.
Mass. Bonding, Boston,	Moore, Case, Lyman & Hubbard, .	159 La Salle St.
Maryland Casualty Co.,	C. C. Davis,	The Temple.
Metropolitan Plate Glass, . . .	Chas. F. Pogge,	The Temple.
National Surety,	Joyce & Co.,	Rookery Building.
New Amsterdam Casualty,	C. J. Porter,	159 La Salle St.
New Jersey Plate Glass,	A. G. Kuhns, Jr.,	159 La Salle St.
Ocean Accident & Guarantee, . .	J. E. Callender,	Rector Building.
Pacific Mutual,	H. B. Morgan,	Marquette Building.
Philadelphia Casualty,	Shipman & Wayne,	159 La Salle St.
Preferred Accident, New York, . .	W. J. Aiken,	Rookery Building.
Standard Accident,	Moore, Case, Lyman & Hubbard, .	159 La Salle St.
United States Casualty,	Chas. H. Eldridge,	145 La Salle St.
U. S. Fidelity & Guaranty Co., .	F. A. Hancock,	171 La Salle St.
United Surety Co.,	John McGillen & Co., . .	Chamber of Commerce.
United States Guarantee,	John R. Pruyn,	400 The Temple.

CHICAGO UNDERWRITERS' Association. [See Chicago Board of Underwriters.]

CHILDS, ARTHUR E., president of the Columbian National Life Insurance Company of Boston, is a native of Montreal, Canada, where he was born September 16, 1869. He was educated in the common schools of Montreal and graduated from McGill University of that city, with the degree of B.S., M.S. and he is also a graduate of the Central Technical College, London. He began his business career in connection with electric light, traction and power enterprises, and in 1897 organized the Light, Heat and Power Corporation to acquire lighting, heating and power plants in the eastern states, and was elected president of the corporation. He is president and a director of the Massachusetts Lighting companies and of the Boston and Worcester Street Railway Company, as well as a director in several other light and power corporations, and was elected president of the Columbian National Life Insurance Company in 1907.

CHINA MUTUAL INSURANCE COMPANY, Boston, Mass. Organized 1853. This company was placed in the hands of a receiver in March, 1908.

CHRISTY, EDWIN WAKEFIELD, was born at Payne's Corners, Trumbull county, O., November 29, 1863. He was educated in the public schools of Warren, O., Hiram College, and the University of Michigan, graduating from the latter institution in 1887. Was engaged in general insurance business, fire, life, and accident, at Warren, O., some time prior to 1889, at which time he contracted with the United States Life Insurance Company, representing it in eastern Ohio. He was afterwards promoted to manager of the Cleveland agency, controlling the northern half of Ohio, and later was made manager also of the Cincinnati agency of the same company, and now controls the entire state of Ohio, managing the Cleveland and Cincinnati offices separately. He is a director in the Colonial National Bank, vice-president City Trust Company, also director Lucas County Savings Bank, Toledo, O., Southern Ohio Traction Company, and Mud Lake Lumber Company; a member of the Roadside and Century Clubs of Cleveland, and a member of the Church of Christ of Cleveland.

CHUBB, WILLIAM, president of the Reliance Insurance Company of Philadelphia was born in that city March 21, 1845. After leaving school at the age of fifteen years, he entered the office of the Reliance as clerk, and his whole business life has been connected with that company. He was elected secretary in 1869, vice-president in 1892, and president in 1894.

CILLEY, ALMON BENJAMIN, manager of the personal accident and health insurance departments of the United States Casualty Company, New York, was born of American parentage at South Newbury, New Hampshire, May 7, 1865. He received a common school education, and his early vocation was that of a farmer boy and clerk in a general store. Later he entered the United States Railway mail service, which he left to enter the accident insurance business, as an agent of the United States Casualty in Boston, subsequently becoming special agent and general agent for the company. In 1907, he was appointed United States manager for the Norwich and London Accident Insurance Association, on its beginning business in the United States, and on the re-insurance of the business in the United States Casualty Company, he was appointed manager of that company's accident and health insurance departments.

CINCINNATI EQUITABLE INSURANCE COMPANY (Mutual), Cincinnati, O. Organized 1826. Frank J. Jones, president; E. H. Ernst, secretary.

CINCINNATI LIFE UNDERWRITERS' ASSOCIATION was organized December 16, 1890, the first officers being Charles E. Logan, president; M. J. Mack, vice-president; S. M. Brandebury,

treasurer; and Frank M. Joyce, secretary. The present officers, elected at the annual meeting in March, 1909, are: President, Charles E. Logan; vice-president, W. A. R. Bruehl; secretary, Isaac Bloom.

CINCINNATI SURETY UNDERWRITERS' ASSOCIATION was organized in 1909 with the following officers: President, W. S. Diggs, American Surety; vice-president, James R. Milligan, Fidelity and Casualty; secretary, John P. Ryan, Fidelity and Deposit; treasurer, Parke Johnson, Massachusetts Bonding; executive committee: John Doyle, American Bonding; James W. Sprague, Metropolitan Surety, and the officers.

CINCINNATI UNDERWRITERS. Composed of the Eureka Fire and Marine and Security Insurance Companies of Cincinnati. F. A. Rothier, president; Adam Benus, secretary.

CINCINNATI UNDERWRITERS' ASSOCIATION of Cincinnati, O. At the annual meeting held in January, 1909, the following officers were elected: President, B. T. Clemons; vice-president, Clifford Latta; treasurer, E. T. Weiss; secretary, William Stredelman; directors: William Stredelman, Clifford Latta, B. T. Clemons, F. J. Blaine, E. F. Weiss, L. L. Rauh and A. W. Schell.

CITIZENS INSURANCE COMPANY, St. Louis, Mo. Organized 1837; capital, \$200,000. Charles E. Chase, president; Thomas H. Scotland, secretary.

CITY INSURANCE COMPANY, Pittsburg, Pa. Organized 1870; capital, \$100,000. Ed. Kelly, Jr., president; A. S. Bishop, secretary.

CITIZENS LIFE INSURANCE COMPANY, Louisville, Ky. Organized 1904. W. H. Gregory, president; J. W. Peake, secretary.

CITIZENS MUTUAL INSURANCE COMPANY, Boston, Mass. Incorporated 1846. George W. Hinkley, president and treasurer; Charles F. Bowers, secretary.

CITY OF NEW YORK INSURANCE COMPANY, New York. Organized 1905; capital, \$200,000. Major A. White, president; J. C. French, secretary.

CLARK, ERNEST J., Baltimore, formerly secretary of the National Association of Life Underwriters, was born near Newtonville, O., June 27, 1872. He received a university education, graduating from the Lebanon University in the class of 1890. After teaching school for one year, he entered the life insurance business in Cincinnati, and in 1892 was appointed assistant superintendent of agents in Ohio for the Mutual Benefit Life Insurance Company. In June, 1894, he was appointed superintendent of agents for the John Hancock Mutual Life Insurance Company for Ohio and West Virginia, and in January, 1897, he was appointed state agent for

the John Hancock for Maryland and the District of Columbia, which position he still holds. Mr. Clark was one of the organizers of the Baltimore Life Underwriters' Association, and has served the association in the capacities of president and secretary. He was elected secretary of the National Association of Life Underwriters at its annual convention in Indianapolis in 1904, was re-elected at Hartford in 1905, and again at St. Louis in 1906. Mr. Clark is also vice-president of the United Surety Company of Baltimore.

CLARK, OSMAN DEWEY, secretary of the National Life Insurance Company of Montpelier, Vt., was born at Montpelier, November 26, 1855. He was educated in the public schools of that place and graduated from Amherst College in 1876. He was admitted to the Vermont bar in 1879, and entered the service of the National Life as assistant secretary in 1885, and served as such until elected to the secretaryship in 1899. He served during the Spanish-American war as Colonel of the First Vermont Volunteer Infantry.

CLARK, WILLIAM B., president of the Ætna Insurance Company of Hartford, was born in that city in June, 1841. When sixteen years old he entered the office of the Phoenix Insurance Company of Hartford as bookkeeper, and remained with that company eleven years, the last four as secretary. Mr. Clark joined the Ætna in 1868 as assistant secretary. He was elected vice-president in September, 1888, and was elected president November 30, 1892. He was vice-president of the National Board of Fire Underwriters in 1894 and 1895, and was elected to the presidency of the board in 1896.

CLAUSES, LIMITING, IN FIRE INSURANCE POLICIES.
[See Policy Forms, Fire.]

CLAUSES LIMITING THE LIABILITY OF THE INSURER, IN FIRE INSURANCE. [See Co-Insurance Clause; Legislation; Policy Forms, Fire.]

CLEMENCE, E. R., treasurer of the Underwriters' Association of the middle department, was born at Terryville, Conn., March 5, 1847, and was educated in the schools of that state. He began the insurance business in Philadelphia in the old-established firm of James I. Boswell in 1871, and when the Ætna Insurance Company established its branch office in that city in 1875 was appointed chief clerk. Mr. Clemence has been identified with the middle department association since its organization, and was its secretary and treasurer from November, 1888, to April, 1905,—on that date the offices were divided and he was appointed treasurer.

CLEVELAND FIRE INSURANCE EXCHANGE. In May, 1889, the Cleveland Board of Fire Underwriters was reorganized with the above title. The organization was completed in June with the following officers: A. W. Parsons, president; A. W.

Neale, vice-president; J. T. Kirkwood, treasurer; M. C. Willis, secretary. The officers elected at the annual meeting in February, 1909, were: W. B. Maxson, president; A. H. Bedell, vice-president; M. C. Willis, secretary and treasurer.

CLEVELAND LIFE INSURANCE COMPANY, Cleveland, Ohio. Organized 1907; capital paid in, \$135,000. P. W. Ward, president; W. S. Shelton, secretary.

CLEVELAND LIFE UNDERWRITERS' ASSOCIATION was organized in May, 1889. The original officers were: F. A. Kendall, president; J. W. Lee and W. B. Hillman, vice-presidents; J. C. Trask, secretary; O. N. Olmsted, treasurer. The present officers and executive committee of the association, who were elected at the annual meeting in March, 1909, are: President, E. M. Post, Mutual Life; vice-president, David L. Caulkins, Connecticut Mutual; second vice-president, R. C. Allen, Mutual Benefit; secretary, T. M. Norris, Union Central; treasurer, O. N. Olmsted, National of Vermont; executive committee: J. W. Wilson, Prudential, chairman; Herman Moss, Equitable; H. B. Burrows, Jr., Home; G. W. Bodenheimer, Metropolitan, and R. E. Ferguson, Michigan Mutual.

CLIFFORD, CHARLES CLIFTON, assistant secretary of the New Hampshire Fire Insurance Company, Manchester, N. H., was educated in the public schools of that city and began his business career as a clerk in the local post-office. He is a native of New Hampshire, and was born of American parentage at Danville, N. H., August 8, 1865. He began his insurance career with the New Hampshire Fire in 1885, and was appointed special agent of the company for Massachusetts, Rhode Island, and Connecticut in 1893. He was appointed to his present position in 1905.

CLUNES, JAMES, manager of the fire and life departments of the London Assurance Corporation at the home office, is a native of Scotland. In 1861 he entered the Edinburgh office of the Alliance, and, after serving an apprenticeship there, was transferred to the foreign department in London, where he remained some years. He was then sent to Scotland as chief clerk and surveyor, and was afterwards made the company's manager in Scotland. In 1881 he was appointed sub-manager at the head office of the Commercial Union, and this was succeeded by his appointment as manager of the fire-department of the London Assurance in 1882, and of the life department in 1895.

COBBAN, WALTER H., is a native of Lowell, Wis., where he was born January 7, 1859. He had a common school education and was raised on a farm in Wisconsin. He began insurance work in 1882 as a local agent, and from 1886 to 1890 was special agent for Dakota companies. After two years with the Northwestern Mutual Life Insurance Company he re-entered the fire insurance field. Mr. Cobban was secretary of the Minnesota and Dakota Fire Under-

writers in 1893 and president of that organization in 1894. He was state agent of the Manchester Fire Assurance Company for Minnesota, North Dakota, South Dakota, for ten years, 1892 to 1902. He was appointed manager in Minnesota, North Dakota, and South Dakota for the Phoenix Mutual Life Insurance Company of Hartford January 2, 1902, and in 1907 was appointed manager for western Pennsylvania of the General Adjustment Bureau, with headquarters at Pittsburg.

COCHRAN, GEORGE IRA, president of the Pacific Mutual Life Insurance Company, was born near Toronto, Canada, July 1, 1863. He removed with his parents to Japan in 1873, where the family resided until 1879. In the latter year his father returned to his former home at Toronto, where young George entered Toronto University and where later he was called to the bar. He went to Los Angeles in 1888, and became actively interested in many of the business enterprises of southern California. He is vice-president of the Broadway Bank and Trust Company, a director of the Los Angeles Trust Company, and of many other corporations. He was also vice-president of the Conservative Life Insurance Company, and became president of the Pacific Mutual Life shortly after those two companies were consolidated in 1906.

COCHRAN, RICHARD ELLIS, third vice-president of the United States Life Insurance Company, was born June 24, 1849, in York, Pa., of Scotch, Irish, and German ancestry. He was educated in public and private schools, and his early vocation was that of a printer. Afterwards he was a coal operator. He went into the life insurance business some years ago with the United States Life Insurance Company of New York, of which he is now third vice-president. Mr. Cochran was elected president of the National Association of Life Underwriters at the annual meeting in 1898 and served until 1889. He was president of the Life Underwriters' Association of New York in 1896 and third vice-president of the Pennsylvania Society of New York in 1900. He is also a director of the American Grass Twine Company, president and director of The Dairy Supply Company of America; trustee of the Empire City Savings Bank; director of the Federal Safe Deposit Company of New York.

COCHRAN, SAMUEL POYNTZ, member of the firm of Trezevant & Cochran, Dallas, Tex., southwestern department managers for a number of prominent companies, was born in Lexington, Ky., September 11, 1855, of Scotch-Irish ancestry. He was educated in the public schools in Covington, Ky., and on leaving school in 1873 he began his insurance career as one of the surveying corps employed by the National Board of Fire Underwriters to survey and rate Cincinnati, Ohio, on the schedule plan. He was engaged in this work in Cincinnati, Columbus, Dayton, and Toledo, Ohio, for about a year, and then entered the general agency office of J. W. Cochran & Sons, general agents of the Franklin Fire of

Philadelphia, at Lexington, Ky. Later he engaged in the local agency business at Covington, and served as deputy United States marshal for the eastern district of Kentucky. In 1881 he became special agent of the Phoenix of Hartford for Texas, and for a short time acted in the same capacity for the Springfield Fire and Marine. On July 1, 1883, he became connected with and on January 1, 1884, was admitted to full partnership in the firm of Dargan & Trezevant, and July 1, 1888, the firm name was changed to Trezevant & Cochran. Mr. Cochran is prominent in Masonic circles, being a Knight Templar, Shriner, and 33d degree Scottish Rite Mason, and is actively interested in many public enterprises. The general agency of Trezevant & Cochran was established in March, 1876, by Dargan & Trezevant, with the Fire Association of Philadelphia as its first company, which has remained continuously in the office.

COFRAN, J. W. G., general agent of the western department of the Hartford Fire Insurance Company, was born at Goshen, N. H., June 13, 1855, and was reared on a farm. In 1874, being then a resident of San Francisco, he entered the office of the Commercial Insurance Company as office boy. In July, 1881, he became a special agent of the Hartford Fire Insurance Company, and in 1886 associate manager of its Pacific coast department with Mr. Belden. In 1895 Mr. Cofran was transferred by the company to Chicago, where he became assistant manager of the western department. On the death of Mr. Heywood he was advanced to the management of the department, his appointment dating from June 1, 1896.

COHEN, MAX, insurance journalist, was born at Lowenberg, Germany, January 26, 1846, and came to the United States when a lad of twelve years, taking up his residence at Washington, D. C. In the early part of 1862, while serving his apprenticeship in the printing office, and not much more than seventeen years of age, he enlisted in the Third Indiana Cavalry, but after three months' service, being stricken down with southern fever, he was discharged as "a minor." When General Early, with his Confederates, made the raid into Maryland, Max promptly re-enlisted for the defense of Washington, in the company hurriedly formed at the government printing office. On the completion of his apprenticeship he went to work on the Washington Chronicle, and in the course of time became its advertising manager. He resigned that position in 1876 to engage in the printing business. Prominently identifying himself with fraternal orders, he studied their life insurance features, and made strenuous efforts to secure a more reliable system and the creation of proper reserve funds. This led him, in 1886, to dispose of his printing business to engage in life insurance. In 1889 he discontinued that business and established the insurance journal *Views* to advocate federal regulation of insurance. To his energetic efforts is largely due the prominence given to this subject in Congress, and the identification of insurance with corporations engaged in inter-state commerce in the congressional enactments

creating the department of commerce and labor. Mr. Cohen is author of "Garfield Souvenirs," "Gems of Press and Pulpit," and other works which have attained popularity.

CO-INSURANCE CLAUSE IN FIRE UNDERWRITING.

The 80 per cent. co-insurance clause, which was adopted by fire insurance companies and associations, went into effect on rated risks in New York, New England, and many of the principal cities from 1892 to 1899, but encountered considerable opposition from property-owners almost solely because it was not understood, and excited hostile legislation in a large number of legislatures.

The Missouri and Tennessee legislatures adopted laws prohibiting limiting clauses in 1893. The Maine legislature passed a law in 1893, but repealed it in 1895. The Missouri legislature in 1903, however, amended its law, so as to permit the clause to be used in cities of the state containing 100,000 inhabitants or over, provided acceptance by the insured is endorsed on the policy, and in the same year the Tennessee legislature amended the law of that state so as to make the use of the co-insurance clause optional.

In 1894 anti-co-insurance legislation appeared in the legislatures of Iowa, Louisiana, New York, South Carolina, and Virginia. It was successful in the first two and failed in the other three.

In 1895 bills prohibiting limiting clauses were adopted in Georgia, Idaho, Indiana, Michigan, Minnesota, and Wisconsin, and failed in Arkansas, Colorado, Connecticut, Illinois, Kansas, and Massachusetts. The Idaho bill was vetoed by the Governor.

In 1896 the legislatures of Louisiana, Massachusetts, New York, Ohio, Vermont, and Virginia considered similar bills. The Ohio bill became a law, those in the other states were defeated.

In 1897 similar bills were introduced in Colorado, Illinois, Massachusetts, and North Carolina, but were not passed. The legislatures of Iowa and Wisconsin revised their insurance laws, and in doing so substituted new sections in reference to the co-insurance clause for those standing.

In 1898, anti-co-insurance bills appeared in the legislatures of Louisiana, Maryland, Massachusetts, Vermont, and Virginia, but failed to pass. In 1899 these bills were introduced in the legislatures of Illinois, Massachusetts, and Nebraska without success. In 1900 a bill passed the New Jersey legislature and became a law, but a similar bill in the Massachusetts legislature failed.

In 1901 anti-co-insurance bills failed in the legislatures of Alabama, Colorado, Massachusetts, and Missouri. The Indiana law was amended.

In 1902 an anti-co-insurance bill in the Maryland legislature failed, but, on the other hand, the Ohio legislature repealed the law of that state.

Bills were passed by the Minnesota and Tennessee legislatures of 1903 to make the use of the co-insurance clause optional in the state. The amended Minnesota law permits the use of the clause on risks of \$25,000 and over, and the Tennessee law makes its use

optional in cities of 15,000 population and over. Missouri modified its law so as to permit the use of the clause in cities having 100,000 population and over. An anti-co-insurance bill in the Illinois legislature of 1903 failed. An anti-co-insurance bill in the Maryland legislature of 1904 failed, and a bill to repeal the Missouri law in the legislature of 1905 failed of passage, as did also a bill in the Tennessee legislature. A bill to prohibit the co-insurance clause in Kansas also failed of enactment in 1905. Bills in the legislatures of North Carolina, Alabama, and West Virginia in 1907 failed of enactment. Minnesota amended the law slightly and in 1908 Louisiana amended its co-insurance law, and bills were pending in several legislatures when this record closed.

Laws prohibiting the co-insurance clauses are in force, therefore, in ten states: Missouri (1893, modified in 1903 as to cities), Tennessee (1893), Iowa (1897), Louisiana (1894), Indiana (1895), Georgia (1895), Michigan (1895), Minnesota (1895), Wisconsin (1897), New Jersey (1900).

The Georgia law (known as the Dodson law) of 1895 is as follows:

Section 1. That from and after the passage of this act all insurance companies issuing policies on property in this State shall pay to their policyholders the full amount of loss sustained upon the property insured by them; provided said amount of loss does not exceed the amount of insurance expressed in the policy, and that all stipulations in such policies to the contrary shall be null and void; provided that in cases of losses on stocks of goods and merchandise and other species of personal property changing in specifics and quantity by the usual customs of trade, only the actual value of the property at the time of loss may be recovered, provided the loss does not exceed the amount expressed in the policy.

The Indiana law of 1895, as amended in 1901, is as follows:

Section 1. It shall be unlawful for any fire insurance company doing business in this State to issue any policy or contract of insurance covering property in this State which shall contain any clause or provision requiring the assured to take out or maintain a larger amount of insurance than that expressed in such policy, nor in any way providing that the assured shall be liable as co-insurer with the company issuing the policy for any part of the loss or damage which may be caused by fire or lightning to the property described in such policy, and any such clause or provision shall be null and void and to no effect, except that it may be lawful for such insurance companies to issue, and it may be optional with the assured to accept a policy or contract of insurance containing a co-insurance clause or provision when a reduction in the rate for insurance on the property described in such policy is the consideration named, and when so accepted the co-insurance clause or provision shall be binding on the assured and the company: Provided, that the provision of this act shall not apply to railroad or marine insurance.

Section 2. The insertion of any such clauses, riders, or provisions, except as provided in the first section of this act, shall be null and void.

Section 3. Any insurance company violating the provisions of this law shall, upon conviction, forfeit its right to do business in this State.

Section 4. Any person, upon knowledge of a violation of the provisions of this act, may file with the auditor of State charges in writing, detailing the charges clearly. The auditor of State, upon receiving such notice, shall forthwith give ten days' notice to the president of the insurance company charged with such violation, requiring said company to appear before him and show cause why the authority of said company to do business in this State should not be revoked.

Section 5. Any insurance company doing business in this State failing to appear before the auditor of State as required in notice issued by him, for a period of twenty days after the mailing of such notice, as required by this act, shall be found guilty of having violated its provisions, and the auditor of State shall forthwith suspend such company from doing business in this State until its compliance is made with this act.

Section 6. Upon the appearance of any insurance company charged with a violation of the provisions of this act, a full hearing of the charges shall be had before the auditor of State. The auditor of State shall have exclusive jurisdiction of such hearing. After such hearing is had the auditor of State shall render a judgment of guilty or not guilty; and in case he shall find such insurance company guilty of a violation of this act, he shall forthwith suspend such company from doing business in this State, and said company shall stand so suspended until a full and complete compliance is made by it with the provisions of this act.

The following is Section 1746 of the code, adopted by the Iowa legislature in 1897. It takes the place of the Iowa anti-co-insurance law of 1894:

Section 1746. Any provision, contract, or stipulation contained in any policy of insurance issued by any insurance company doing business in the State under the provisions of this chapter, providing or stipulating that the insured shall maintain any insurance or any property covered by such policy to any extent, or shall to any extent be an insurer of the property insured in such policy, shall be void, and the auditor of State shall refuse to authorize any such company to do business or to renew the authority or the certificate of any such company when the form of policy issued or proposed contains any such provision, contract, or stipulation. No condition or stipulation in a policy of insurance fixing the amount of liability or recovery under such policy with reference to pro-rating with other insurance on property shall be valid, except as to other valid and collectible insurance, any agreement to the contrary notwithstanding.

The Louisiana law is as follows:

Section 1. That in all contracts of fire insurance which may hereafter be entered into, and which are intended to take effect on property immovable by nature of destination within this State, the insurer shall pay to the insured, in case of total loss, the total amount for which the property is insured in the policy or policies; provided, the insurance is not in excess of the value of the property or does not exceed three-fourths the value of the property where the three-quarter clause has been made a part of the contract.

Section 2. That in the event of damage or partial loss the insurer shall pay to the insured the face value of the policy or policies, not, however, in excess of the actual amount of damages sustained or in excess of three-fourths of the value of the property where the three-quarter clause has been made a part of the contract.

Section 3. That any clause, condition, or provision made in any policy of insurance subsequent to the promulgation of this act, contrary to this act, shall be null and void.

The legislature in 1908 enacted the following:

Section 1. That no insurance policy hereafter issued by any insurance company authorized to do business in this State, shall contain any clause or provision requiring the assured to take out or maintain a larger amount of insurance than that covered by such policy, nor in any way providing that the assured shall be liable as co-insurer with the company issuing the policy for any part of the loss or damage which may be occasioned by fire, lightning or windstorm to the property located in this State covered by such policy, nor making provisions for a reduction of such loss or damage, or any part thereof, by reason of the failure of the assured to take out and maintain other insurance upon said property. And all clauses and provisions in such insurance policies, issued after the taking effect of this Act, in contravention of the prohibitions in this act contained, shall be *ab initio* void and of no effect.

Provided, that the provisions of this Act shall not apply to policies issued upon personal or movable property whenever the said policies are stamped on the face and back of the policy as follows: "This policy is issued subject to the conditions of the co-insurance clause attached hereto."

The following is the Michigan law of 1895:

Section 1. That it shall be unlawful hereafter for any fire insurance company doing business in the State of Michigan to provide by any insurance policy issued by it or by any clause therein, or by any separate agreement, contract, or otherwise, that the liability of said insurance company to the insured shall be limited or restricted by reason of the failures of the said insured to insure the property covered by said policy for any certain amount or proportion of the actual cash value of such property.

Section 2. Any provision of any policy, or any contract or agreement contrary to the provisions of this act, shall be absolutely void, and any insurance company issuing any policy of insurance containing any such provision shall be liable to the insured under such policy in the same manner and to the same extent as if such provision were not therein contained.

Section 3. Any company, or companies, violating the provisions of the first section of this act, upon notice and satisfactory proof thereof being made to the commissioner of insurance, shall have its or their authority to transact business in the State of Michigan revoked for a period of not less than ninety days, and any insurance company whose license to do business in Michigan may be so revoked by the commissioner of insurance shall not again be permitted to do business in Michigan until all penalties due hereunder shall be paid, together with any expenses that may be due under the provisions of this act to the commissioner of insurance.

Section 4. Any individual, firm, corporation, or association, company or companies, violating the provisions of Section 1 of this act shall be deemed guilty of a misdemeanor, and shall forfeit to the State a sum not less than fifty dollars nor more than one hundred dollars, to be collected by the commissioner of insurance in an action of debt.

The Michigan legislature of 1907 enacted a law to provide for co-insurance rider clauses to be attached to the standard policy form. The act reads as follows:

Section 1. Whenever any person, firm or corporation shall make written application to any insurance company, authorized to do business within the State of Michigan, to attach to any existing policy or to one to be issued by such company, the latter shall have the right to issue and attach such co-insurance clause, but not otherwise.

Section 2. Such application shall be made substantially in the following form:

.....hereby request that there be attached to policy No. of the insurance company, the following coinsurance clause, to wit:

"It is hereby agreed that the assured shall maintain insurance during the life of this policy, upon the property hereby insured, to the extent of at least per cent. of the actual cash value thereof, and that failing to do so the assured shall be a coinsurer to the extent of the difference between the amount insured and the said per cent. of the cash value, and to that extent shall bear his, her, or their proportion of any loss. It is also agreed that if this policy be divided into two or more items the foregoing conditions shall apply to each item separately. To the provisions of which agree in consideration of a reduced premium rate.

"It is understood by the undersigned that the effect of the above mentioned coinsurance clause when attached will be to reduce the liability of the insurance company unless the property described in the policy covered by said insurance is insured for per cent. of its actual cash value, except where the loss exceeds the amount of the insurance required under this clause."

Dated.....

Assured.

Section 3. All coinsurance rider clauses attached to any insurance policy in pursuance of the application mentioned in the preceding paragraph shall be in the form therein stated and duly signed by the company or its authorized agent.

The Minnesota law of 1895 is a part of Section 25 of the General Insurance Law adopted that year. The clause is as follows:

Section 25. ... Any provision, contract, or stipulation contained in any contract or policy of insurance issued or made by any fire insurance company, association, syndicate, or corporation, insuring any property within this State, except risks equipped by automatic sprinklers, whereby it is provided or stipulated that the assured shall maintain insurance on any property covered by the policy to the extent of eighty per cent. on the value thereof, or to any extent whatever, and any provision or stipulation in any such contract or policy of insurance that the insured shall be an insurer of the property insured to any extent, and any provision or stipulation in any such contract or policy to the effect that the insured shall bear any portion of the loss on the property insured, are hereby declared to be null and void, and the liability of the company, syndicate, association, or corporation issuing the policy shall be the same as if no such agreement, stipulation, or contract were contained in such policy, nor shall any such insurance company insert any condition, stipulation, or agreement in any policy of insurance requiring a certificate from any notary public, justice of the peace, or other magistrate or person, as to anything whatever connected with such insurance or loss, and any such condition or stipulation shall be void.

The legislature of 1903, however, modified the above by adding a provision permitting the co-insurance clause in policies on other risks than dwellings and farm property in excess of \$25,000 where consideration is given in a reduced rate. This addition to the section (25) is as follows:

Provided, however, that it shall be lawful for such insurance companies, at the written request of the insured only, to issue, and it may be optional with the assured to accept a policy or contract of insurance containing a co-insurance clause or provision wherever a reduction in the rate of insurance on the property described in such policy is the consideration named for the taking of such co-insurance, and when so requested in writing, of which fact such writing shall be the only evidence and so accepted, the said coinsurance clause or provision shall be binding on the assured and on the company issuing such policy; provided, further, that the clause herein relating to coinsurance shall in no case apply to dwellings or to farm property; nor shall said clause apply to any risk wherein the total insurance shall be less than \$25,000 on any one risk, except grain elevators and warehouses and contents of same, and any person who solicits insurance and procures the application therefor shall be held to be the agent of the party thereafter issuing the policy upon such application, or a renewal thereof, anything in the application or policy to the contrary notwithstanding.

The legislature of 1907 amended this section, reducing the amount of insurance to \$20,000.

An act amending the standard fire insurance policy section of the general laws of 1895 was passed by the Minnesota legislature of 1897. Section 53 (Chapter 175), as amended, contains the following among the stipulations in the standard policy:

Seventh—No provision shall be attached to or included in said policy limiting the amount to be paid in case of total loss on buildings to less than the amount of insurance on the same.

This stipulation, is, however, governed by the amendment to Section 25 of the General Insurance Law passed in 1903 and printed above.

The following is the text of the Missouri law of 1893, as amended by the act of 1903:

Section 7972 R. S. No fire insurance policy which may be issued after this section takes effect shall contain any clause or provision requiring the assured to take out or maintain a larger amount of insurance than that covered by such policy, nor in any way providing that the assured shall be liable as co-insurer with the company issuing the policy for any part of the loss or damage which may be occasioned by fire or lightning to the property covered by such policy, nor making provision for a reduction of such loss or damage, or any part thereof, by reason of the failure of the assured to take out or maintain other insurance upon said property, unless the acceptance by the insured of said clause or provision is endorsed upon the policy by signing across said clause or provision the name of the assured to whom said policy is issued; provided, that the provisions of this clause shall only apply to cities in this State containing 100,000 inhabitants or over. And all clauses and provisions in fire policies issued after the taking effect of this section in contravention of this section shall be ab initio void and of no effect.

The New Jersey law of 1900 is as follows:

Section 1. No fire insurance company doing business in this State may issue any policy or contract of insurance covering property in this State which shall contain any clause or provision requiring the assured to take out or maintain a larger amount of insurance than that expressed in such policy, nor in any way providing that the assured shall be liable as co-insurer with the company issuing the policy for any part of the loss or damage which may be caused by fire or lightning to the property described in such policy, and any such clause or provision shall be null and void and of no effect; provided that it may be optional with the assured to accept a policy or contract of insurance containing a co-insurance clause or provision when a reduction in the rate for insurance on the property described in such policy is the consideration named in such clause, and when so accepted the co-insurance clause or provision shall be binding on the insured.

The following is the text of the Tennessee law of 1893:

Section 1. That insurance companies shall pay their policy-holders the full amount of loss sustained upon property insured by them, provided said amount of loss does not exceed the amount of insurance expressed in the policy, and that all stipulations in such policies to the contrary are and shall be null and void; provided, however, that insurance policies issued upon cotton in bales shall not be subject to the provisions of this act.

The following is the full text of the act to amend the anti-co-insurance act of 1893 as enacted by the Tennessee legislature in 1903. It amends the act by adding to the first section the following:

Provided, however, That a three-quarter value limit clause may be applied to a policy of insurance if it is left optional with the insured whether he will accept said clause or not, and said option is, in fact, given him, and when accepted by the policy-holder it shall be a valid contract between the company and the policy-holder; provided, however, that said clause shall be absolutely void even if accepted by the policy-holder, except under the following conditions, to wit:

1. Said three-fourths clause shall be printed in bold type across the face of the policy or on a separate form as a special agreement, this separate form to be also printed in clear type of reasonable size, and it shall provide therein in event of loss, if it appears that there is an excess in the face of the policy over and above 75 per cent. of the cash value of the property insured, that the company shall return to the assured all premiums that have been paid on

such excess, and it shall also be a condition precedent to the validity of said three-fourths value limit clause that the insurance company has given to the insured accepting such a clause upon any policy, not less than 25 per cent. reduction from the present basis rate as shown by the rate sheets in the office of the insurance commissioner, and, if the basis rate should be lowered, then said reduction of not less than 35 per cent. shall be given from such lowered basis rate, but if in any case the basis rate be raised from the present existing rate, said three-fourths clause even if applied with the consent of the assured, and said reduction is given, it shall be absolutely null and void as to said policy.

Provided, also, a coinsurance clause in a policy, or attached in the form of a rider, shall be valid if printed in clear bold type either across the face of the policy or on said rider, and accepted by the insured after the option to accept same or reject same has been given him; provided, that, if said coinsurance clause is accepted by the policy-holder it shall be a condition precedent to its validity that the assured has been allowed a reduction from the present basis rate, as shown by rate sheet now on file in the office of the insurance commissioner of not less than 5 per cent. on 75 per cent. coinsurance clause, not less than 10 per cent. on an 80 per cent. coinsurance clause, and not less than 15 per cent. on a 90 per cent. coinsurance clause, and if the present basis rate is lowered the insured shall receive the benefit of the same reduction upon the lowered rate, but if the basis rate is raised in any case said coinsurance clause shall be void as to said policy, although the insured has received the benefit of the reduced rate.

Provided, further, That said coinsurance clause shall apply only to cities and towns in this state having a population of more than 15,000 by the census of 1900 or any subsequent federal census.

The following is Section one of Chapter 343 of the act of April 24, 1897, of the Wisconsin legislature. It is a substitute for the anti-co-insurance law of 1895, which absolutely prohibited limiting clauses. [See Cyclopedia for 1896-97.]

Section 1. No insurance company doing business in this State shall issue any policy of insurance containing any provision limiting the amount to be paid in case of loss below the actual cash value of the property, if within the amount of the insurance for which premium is paid, and no such company shall require the use of any so-called co-insurance clauses or riders to be attached or made a part of any policy of insurance except at the option of the insured, and every such company shall give to every applicant for insurance the rate of premium demanded with and without such clause or rider. The commissioner of insurance, upon evidence furnished to him that any such insurance company has failed when requested to furnish any applicant for insurance such separate rates, shall forthwith revoke the license of said company and all its agents. If any company which violates any provision of this section is incorporated under the laws of this State such violation shall be cause for forfeiting its charter, and the attorney-general shall institute proceedings to have such forfeiture declared.

THE CO-INSURANCE CLAUSE DEFINED.

What is known in the United States as "co-insurance" has been common to marine underwriting under the name of "average" from the earliest knowledge we have of insurance. The principle involved is that of a common peril shared by all interested. If any portion of a cargo was jettisoned in order to save the rest, or if the whole cargo was thrown overboard to save the ship, all whose interests were imperiled contributed to make good the loss. In fire insurance the principle is applied to all policies issued in France, Belgium, Germany, and Russia. It is used in floating policies in the United Kingdom, and in English policies in Egypt, India, China, and Japan. It has been used in a desultory fashion in the United States, at different times, but it is only within a few

years that a serious attempt has been made to apply co-insurance universally to fire insurance policies in this country.

The principal is that the entire property at risk should bear the burden of the loss of any part of it. That can only be done when the property is either fully insured or is totally destroyed. The co-insurance clause is only operative in partial losses, which are a large percentage of the fire losses. In these cases the owner contracts that he will either carry insurance to the limit required, or himself become a co-insurer for the deficiency. Without this clause the underwriter cannot intelligently rate any risk. Property worth \$10,000 and insured for \$10,000 is a very different risk from the same property insured for \$1,000. In the one case the destruction of one-tenth of the property means a 10 per cent. loss, and in the other case it means a total loss. The two risks cannot properly be written at the same rate, because they do not involve the same hazard. The effect of the universal application of the principle would be that the amount of insurance would be somewhat increased, the premium rate would be reduced, while rates would be equalized as between the owners who have heretofore carried partial insurance and those who have carried full insurance. For some reason, which it would be difficult to explain, except upon the hypothesis that the property-owner does not know the exact value of his property, but that he ought to be able to guess within a named percentage of it, the clause which has come into use in the United States is known as the "percentage co-insurance clause," and in the standard forms of policies reads:

If at the time of fire the whole amount of insurance on the property covered by this policy shall be less than per cent. of the actual cash value thereof, this company shall in case of loss or damage be liable for only such portion of such loss or damage as the amount insured by this policy shall bear to the said per cent. of the actual cash value of such property.

The French clause translated reads:

If at the time of a fire the value of the objects covered by the policy is found to exceed the total of the insurance, the assured is considered as having remained his own insurer for that excess, and he is to bear in that character his proportion of the loss.

The German clause employed is:

If in case of a fire the insured objects should exceed the sum insured, and they should be partly saved, the assured will be considered as self-insurer for the excess, and is to bear his share of the loss *pro rata*.

To make another illustration of the operation of the co-insurance clause in the United States policy: suppose the percentage inserted in the clause is 80, if the whole amount of insurance at time of fire be less than eighty per cent. of value of the insured property, the owner must bear his share of any loss for the difference between the total amount of insurance carried and eighty per cent. of the value of the property insured, just as though he were an insurance company and had issued his policy for this amount. Thus, with a stock of goods worth \$10,000 and an insurance of

only \$5,000, \$8,000 would be eighty per cent. of value, which would make the owner, in case of a fire, be interested to the extent of \$3,000, just as though he were an insurance company and had issued a policy insuring his own property for \$3,000. This would make the necessary \$8,000 insurance, or eighty per cent. of value, he having become a co-insurer with the regular insurance company, having its policy on the risk for \$5,000. A fire doing a damage, say, of \$4,000, would be paid for in the following way:

Regular insurance company would pay five-eighths of \$4,000, or	\$2,500
Owner would pay to himself (his share),	1,500
Making up the whole loss,	\$4,000

Suppose now that his regular insurance had been \$8,000, the co-insurance clause would cost him nothing, as the regular insurance company would pay him "as the amount of insurance shall bear eighty per cent. of value," which means, in this case, the regular company would pay him eight-eighths of \$4,000, or his full loss.

On the other hand, suppose the property to have been entirely destroyed, or a total loss, he would get the full amount of his regular insurance, because five-eighths of \$10,000 would amount to more than the face of the policy.

Again, suppose a man with \$10,000 value is insured in the old way for but \$5,000, at a rate of one per cent., making his yearly premium \$50, and a fire causes loss of \$5,000. He collects this from the companies, while his neighbor, with the same value, hazard, and rate, gets insured for \$8,000, at a cost of \$80 per annum, and he has a damage of \$5,000; the one gets the same as the other gets, only No. 1 has paid less than No. 2 paid for his insurance, while if the eighty per cent. co-insurance clause were a part of both contracts, No. 1 would have received from the companies but \$3,125, while No. 2, who had enough to satisfy the demands of the eighty per cent. co-insurance clause, would receive his full loss, or \$5,000.

Small fires being by far the more common, and, it may be added, by far the more expensive to the companies, rates can be made with more fairness on the basis of co-insurance than without it.

The use of the co-insurance or average clause was made obligatory in Great Britain on floating policies in 1828 (see Walford's *Cyclopedia*), but the clause adopted was a long one. It can be found on pages 332-3, Vol. 1.

COLE, WILLIAM Q., ex-insurance commissioner of Mississippi, was born in Holmes county, Mississippi, June 28, 1856. He received his education in the common schools, and has been successively printer, bookkeeper, superintendent's clerk, and traveling auditor of a railroad, and state auditor. He was elected to the latter office in 1899, taking his seat in January, 1900, and became insurance commissioner, in addition, under the new law creating a state insurance department in 1902. He was elected insurance

commissioner by the popular vote in November, 1903, for the term beginning January, 1904, and expiring January 20, 1908. In January, 1908, he was elected president of the Lamar Life Insurance Company of Jackson, Miss.

COLOGNE REINSURANCE COMPANY, Cologne, Germany. E. M. Cragin, New York, United States manager.

COLONIAL ASSURANCE COMPANY OF THE CITY OF NEW YORK, New York. Organized 1896; capital, \$200,000. Leo H. Wise, president; E. E. Hall, secretary.

COLONIAL LIFE INSURANCE COMPANY OF AMERICA, Jersey City, N. J. Organized in 1897 to do an industrial and ordinary business; capital, \$250,000. Ernest J. Heppenheimer, president; Dunbar Johnston, secretary.

COLORADO ASSOCIATION OF LIFE UNDERWRITERS was organized at a meeting held in Denver, April 7, 1906. Officers were elected as follows: President, J. P. Cullum, Union Central Life; vice-president, J. S. Edwards, Aetna Life; second vice-president, A. H. Stewart, Union Mutual; secretary, W. Rolla Wilson, Washington Life; treasurer, W. W. Booth, Provident Savings. The present officers elected at the annual meeting in February, 1909, are: President, A. H. Stewart, Union Mutual; vice-president, W. W. Booth, Equitable; second vice-president, H. A. Hunsaker, Travelers; secretary and treasurer, J. S. Fabling, Pacific Mutual; executive committee: Irving R. Cowles, chairman, Provident Life & Trust; W. W. Booth, Equitable; Meyer Harrison, Penn Mutual; Francis A. Chapman, Phenix Mutual; O. O. Orr, Prudential.

• **COLORADO ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS** was organized at a meeting held in Denver in December, 1907, and officers were elected as follows: President, C. W. Gill, Denver; first vice-president, Charles T. Fertig, Colorado Springs; second vice-president, W. T. West, Greeley; third vice-president, John Herbert, Manzanola; secretary-treasurer, James B. Brown, Jr.; Denver. The above are the present officers.

COLORADO, INSURANCE SUPERVISION IN, 1883-1909. The state insurance department of Colorado was organized in April, 1883, the state auditor, elected for two years by the people, being charged under the statute with the duties of supervision as superintendent of insurance. The superintendents have been:

John C. Abbott, . . .	1883-1885	Clifford C. Parks, . . .	1895-1897
Hiram A. Spruance, . .	1885-1887	John W. Lowell, . . .	1897-1899
Darwin P. Kingsley, . .	1887-1889	George W. Temple, . .	1899-1901
Louis B. Schwanbeck, .	1889-1891	Charles W. Crouter, . .	1901-1903
John M. Henderson, . .	1891-1893	John A. Holmberg, . .	1903-1905
F. M. Goodykoontz, . .	1893-1895	Alfred E. Bent, . . .	1905-1907

The legislature of 1907 created a separate insurance department, providing for the appointment of a commissioner, deputy

commissioner, and actuary. The commissioner under the act is appointed by the Governor for a term of two years from February 1, at a salary of \$3,000. The deputy commissioner is appointed by the commissioner for a term of four years. E. E. Rittenhouse, who had been deputy in the state auditor's department in charge of insurance, was appointed the first commissioner, and his term expired January 31, 1909, and William L. Clayton was appointed to succeed him as commissioner. William C. Blair is deputy commissioner.

COLORADO NATIONAL LIFE ASSURANCE COMPANY, THE, Denver, Colo. Organized 1905; capital, \$100,000; Admitted Assets, December 31, 1908, \$560,347.83; Net Surplus, December 31, 1908, \$132,175.43. Thos. B. Stearns, president; J. D. Hawkins, vice-president; A. M. Gildersleeve, second vice-president and general manager of agencies; Fred G. Moffat, treasurer; H. L. Sears, secretary.

COLUMBIA FIRE INSURANCE COMPANY, THE, Omaha, Neb. Organized 1900; capital, \$200,000. D. E. Thompson, president; C. D. Mullen, secretary.

COLUMBIA INSURANCE COMPANY, Dayton, Ohio. Organized 1881; capital, \$150,000. E. M. Thresher, president; O. I. Gunckel, secretary.

COLUMBIA INSURANCE COMPANY, Jersey City, N. J. Organized 1901, to transact marine and inland insurance; capital, \$400,000. Geo. F. Crane, president; Arthur Hadley, secretary.

COLUMBIAN NATIONAL LIFE INSURANCE COMPANY, THE, of Boston. Organized 1902; capital, \$1,000,000. Arthur E. Childs, president; William H. Brown, secretary and treasurer.

COLUMBUS BOARD OF SURETY UNDERWRITERS was organized by agents of surety companies in Columbus, Ohio, in 1908. Officers were elected as follows: President, John N. H. Menger, Fidelity & Deposit; vice-president, J. S. Mossgrove, American Surety; secretary and treasurer, Trafford B. Tallmadge, United States Fidelity & Guaranty.

COLUMBUS MUTUAL LIFE INSURANCE COMPANY, Columbus, Ohio. Organized 1908. C. W. Brandon, president; G. A. Peters, secretary.

COMMERCE INSURANCE COMPANY, Albany, N. Y. Chartered 1859; capital, \$200,000. E. Darwin Jenison, president; A. J. Hinman, secretary.

COMMERCIAL LIFE INSURANCE COMPANY, Indianapolis, Ind. Organized 1906. Albert Heliker, president; Wm. A. Pickens, secretary.

COMMERCIAL TRAVELERS' EASTERN ACCIDENT ASSOCIATION, Boston, Mass. Organized 1894. Walter M. Rogers, president; Edwin A. Towne, secretary.

COMMERCIAL TRAVELERS' MUTUAL ACCIDENT ASSOCIATION OF AMERICA, Utica, N. Y. Organized 1883. Henry D. Pixley, president; George S. Dana, secretary.

COMMERCIAL UNION ASSURANCE COMPANY was organized in London in 1861, and came into the United States through the Golden Gate, establishing an agency in San Francisco in 1870. It was admitted to New York, and began a general business throughout the country, in 1871, under the management of Alliger Brothers. At the close of 1871 its assets in the United States were \$346,037. In 1887 Alfred Pell was appointed to the United States management. In 1878 Charles Sewall became associated with him, and in November, 1885, Mr. Sewall became manager in name, and so continued until his death in December, 1898. He was succeeded by Alexander H. Wray in February, 1899. The Commercial Union closed the year 1908 with United States assets of \$6,849,258, surplus of \$2,431,844, and a premium income of \$3,700,162. Charles J. Holman, then resident secretary of the northwestern department at Denver, was appointed assistant manager in 1899, and Wm. M. Ballard was appointed branch secretary in January, 1901. E. T. Niebling is the manager of the Pacific coast branch.

COMMERCIAL UNION FIRE INSURANCE COMPANY, New York city. Organized 1890; capital, \$200,000. A. H. Wray, president; C. J. Holman, vice-president and secretary; Wm. M. Ballard, assistant secretary. Assets, December 31, 1901, \$351,676.09. and premium income, \$141,091.21. Assets, December 31, 1908, \$674,690, and premium income, \$283,886.

COMMISSIONERS AND SUPERINTENDENTS OF INSURANCE, LIST OF. [See Insurance Department and also National Insurance Commissioners' Convention.]

COMMONWEALTH FIRE INSURANCE COMPANY of Texas, Dallas, Texas. Organized 1903; capital, \$230,000. I. Talonick, president; J. B. Adone, secretary.

COMMONWEALTH FIRE INSURANCE COMPANY, Ottumwa, Iowa. Organized 1905; capital, \$200,000. H. L. Waterman, president; Charles D. Hirst, secretary.

COMMONWEALTH INSURANCE COMPANY, New York city. Organized 1886; capital, \$500,000; assets, January 1, 1909, \$1,834,336.77. E. G. Richards, president; J. F. Hastings and James F. Joseph, vice-presidents, Charles E. Case, secretary.

COMMONWEALTH LIFE INSURANCE COMPANY, Louisville, Ky. Organized 1904; capital, \$200,000. J. D. Powers, president; Darwin W. Johnson, secretary.

COMPACTS OF FIRE UNDERWRITERS, STATE LAWS AGAINST. [See Anti-Compact Laws.]

COMPANIES ORGANIZED OR PROJECTED IN 1908.

FIRE AND MARINE INSURANCE COMPANIES.

Name.	Cash Capital.	Cash Surplus.	Proposed Capital.
American Home Fire, Greenville, S. C.....	.....	.....	\$300,000
American Union Fire, Philadelphia, Pa.....	.....	.....	500,000
Blue Ridge Fire, Blue Ridge, Ga.....	.....	.....	100,000
German Fire, Omaha, Neb.....	\$100,000	.....	.....
Equity Fire, Kansas City, Mo.....	.....	.....	100,000
Falls City Fire, Spokane, Wash.....	.....	.....	200,000
Federal Union, Chicago.....	100,000	\$50,000	.....
James River Fire, Richmond, Va.....	.....	.....	.....
Lancaster Fire, Lancaster, Pa.....	100,000	50,000	.....
Liberty, Rochester, N. Y.....	.....	.....	200,000
National American Fire, Chicago.....	.....	.....	200,000
National Fire and Endowment, St. Pierre, S. D.	.....	.....	100,000
Ohio Fire, Akron, Ohio.....	100,000	50,000	.....
Osage Fire, Topeka, Kan.....	.....	.....	200,000
Pasadena Fire, Pasadena, Cal.....	.....	.....	200,000
Prudential Fire, Knoxville, Tenn.....	25,000	.....	.....
People's Fire, Frederick, Md.....	100,000	.....	.....
People's National Fire, Philadelphia.....	.....	.....	1,000,000
Prudential Fire, Manchester, N. H.....	25,000	12,500	.....
Sioux Fire, Sioux City, Ia.....	.....	.....	200,000
Western Central Fire, Nashville, Tenn.....	.....	.....	.....
Western Empire Fire, Spokane, Wash.....	.....	.....	200,000
William Penn Fire, Pottsville, Pa.....	.....	.....	100,000
Vulcan, Birmingham, Ala.....	.....	.....	250,000

The Jakor of Moscow entered the United States during the year, making a deposit with the New York State Insurance Department. Not all these companies had organized, and in addition the following mutual companies were organized or projected in 1908: Bloomington Mutual Fire, Bloomington, Ill.; Corry Mutual Fire, Corry, Pa.; Farmers' Mutual Lightning Protected, Flint, Mich.; German Farmers' Mutual, Alpena, Mich.; Globe Mutual Fire, Berlin, Pa.; Improved Risk Exchange, Seattle, Wash.; Integrity Mutual Fire, Philadelphia, Pa.; Madawska Mutual Fire, Van Buren, Me.; Monarch Mutual Fire, Green Bay, Wis.; Paxton Mutual Fire, Philadelphia, Pa.; People's Mutual Fire, Philadelphia, Pa.; Rochester Mutual Fire, Rochester, N. Y.; Standing Stone Mutual Fire, Huntington, Pa.; State Merchants' Association Mutual Fire, Leavenworth, Kan.; United Druggists' Mutual Fire, Boston, Mass.

LIFE INSURANCE COMPANIES.

Companies.	Actual or Proposed Capital.
Allegheny Mutual Life, Pittsburgh, Pa.....	\$500,000
American Life and Accident, Philadelphia, Pa.....	250,000
American Mutual Life, Philadelphia, Pa.....	Mutual
Bankers' Reserve Life, Omaha, Neb.....	200,000
Bank Savings Life, Topeka, Kan.....	200,000
California Life, Los Angeles, Cal.....	500,000
Colonial Life, St. Louis, Mo.....	500,000
Forest City Life, Rockford, Ill.....	100,000

Companies.	Actual or Proposed Capital.
Globe Life, St. Louis, Mo.....	.....
Great American Life, St. Louis, Mo.....	150,000
Great Northern Life, Wausau, Wis.....	200,000
Great Southern Life, Birmingham, Ala.....	100,000
Industrial Life, St. Louis, Mo.....	200,000
International Life, St. Louis, Mo.....	.....
Inter Ocean Life and Endowment, Kansas City, Mo.....	50,000
Inter Southern Life, Louisville, Ky.....	100,000
Merchants' Life and Casualty, St. Paul, Minn.....	100,000
Midland Life, Kansas City, Mo.....	100,000
Mississippi Valley Life, Little Rock, Ark.....	250,000
Modern Life, South Bend, Ind.....	.....
National Reserve Life, St. Louis, Mo.....	150,000
New Century Life, Topeka, Kan.....	200,000
Northwestern Life, Aberdeen, S. Dak.....	.....
Old Line Life, Milwaukee, Wis.....	1,000,000
Peninsular Life, Detroit, Mich.....	100,000
People's Life, Chicago, Ill.....	100,000
Peoria Life, Peoria, Ill.....	100,000
Profit Sharers' Life, Collingswood, N. J.....	200,000
Quaker City Life, Camden, N. J.....	100,000
Rockford Life, Rockford, Ill.....	100,000
Sam Houston Life, Dallas, Tex.....	100,000
Security Life and Accident, Birmingham, Ala.....	25,000
Security Life and Savings, Pierre, S. Dak.....	.....
Southern Life and Accident, Marianna, Fla.....	50,000
Southern National Life, Louisville, Ky.....	100,000
Standard Life of America, Camden, N. J.....	100,000
Standard Life, Scranton, Pa.....	100,000
Tennessee Life, Nashville, Ky.....	125,000
Union Life, Chicago, Ill.....	100,000
Union Life, Kansas City, Mo.....	.....
Union Life and Trust, Muskogee, Okla.....	250,000
Union National Life, Philadelphia, Pa.....	100,000
United States Mutual Life, Camden, N. J.....	100,000
United States Postal, Denver, Col.....	1,000,000
Washington Life and Casualty, Olympia, Wash.....	100,000
Western Empire Life, Spokane, Wash.....	200,000
Western Life and Accident, Minneapolis, Minn.....	250,000
Widows' and Orphans' Fund, Springfield, Ill.....	100,000
Wisconsin National Life, Oshkosh, Wis.....	100,000

Not all these companies were organized when this record closed, and the following assessment companies were projected in 1908: Alabama Mutual Aid, Enterprise, Ala.; Allegheny Mutual Life, Pittsburgh, Pa.; American Mutual Life, Philadelphia, Pa.; Bay State Mutual Life (Delaware Charter), Philadelphia, Pa.; Eureka Mutual Life, Wilmington, N. C.; Gate City Mutual Life and Health, Greensboro, N. C.; Guaranty Mutual Life, Philadelphia, Pa.; Indemnity Life, and Accident, Minneapolis, Minn.; Merchants' Life and Casualty, Minneapolis, Minn.; Midland Life Association, St. Paul, Minn.; Popular Life, Washington, D. C.; Protective Mutual Life, and Health, Kingston, N. C.; Reading Mutual Life, Reading, Pa.; Savings Life, Peoria, Ill.; Upright Mutual Life, Rocky Mount, N. C.

CASUALTY AND SURETY COMPANIES.

Companies.	Actual or Proposed Capital.
Atlantic Casualty, Philadelphia.....	\$100,000
Bond Guaranty, Dallas, Tex.....	500,000
Columbus Casualty, Columbus, Ohio.....	100,000
Consolidated Casualty, Parkersburg, W. Va.....	1,000,000

Companies.	Actual or Proposed Capital.
Enterprise Accident and Casualty, Philadelphia, Pa.....	2,000,000
German Commercial Accident, Philadelphia, Pa.....	100,000
Gulf and Atlantic, Columbia, S. C.....	100,000
Lumbermen's Accident, New Orleans, La.....	35,000
Imperial Assurance, Pittsburgh, Pa.....	30,000
Interstate Surety, Redfield, S. Dak.....	100,000
Maine Casualty, Portland, Me.....	100,000
Massachusetts Accident (re-incorporated on stock basis).....	100,000
Michigan Bonding and Surety, Detroit, Mich.....	250,000
Medical Protective, Fort Wayne, Ind.....	25,000
Northwestern Surety, Mitchell, S. Dak.....	100,000
Pittsburgh Casualty, Pittsburgh, Pa.....	100,000
Portland Casualty, Portland, Me.....	.....
Prudential Casualty, Indianapolis, Ind.....	100,000
Reserve Casualty, Indianapolis, Ind.....	.....
Royal Casualty, St. Louis, Mo.....	.....
Royalty Casualty, St. Louis, Mo.....	100,000
Sagamore Health and Accident, Sanford, Me.....	.....
Sterling Casualty, Columbia, S. C.....	300,000
Union Casualty, Philadelphia, Pa.....	100,000
Union National Accident, Philadelphia, Pa.....	100,000
Western Accident and Health, North Yakima, Wash.....	100,000
Western Indemnity, Omaha, Neb.....	10,000
Western Union Accident, Pierre, S. Dak.....	.....

The following assessment accident companies were also projected in 1908: American Health and Accident, Detroit, Mich.; Capitol Indemnity, Washington, D. C.; Fox River Health and Accident, Kankana, Wis.; Imperial Casualty, Detroit, Mich.; People's Sick Benefit, Boston, Mass.; and United States Accident, Detroit, Mich. Several local live stock insurance companies were organized in New York.

CONCORDIA FIRE INSURANCE COMPANY, THE, Milwaukee, Wis. Organized 1870; capital, \$300,000. George Brumder, president; Frank Damkoehler, secretary. Statement December 31, 1908: Cash capital, \$300,000; reinsurance reserve, \$867,550.81; reserve for all other liabilities, \$77,197.30; net surplus, \$161,078.62; total assets, \$1,487,620.57.

CONNECTICUT FIRE INSURANCE COMPANY of Hartford, Conn., was organized and began business in 1850. Capital, \$1,000,000. J. D. Browne, president; W. T. Howe, secretary; J. A. Cosmus, assistant secretary.

CONNECTICUT GENERAL LIFE INSURANCE COMPANY, Hartford, Conn. Organized in 1865; capital, \$150,000. R. W. Huntington, Jr., president; George E. Bulkley, secretary.

CONNECTICUT, INSURANCE SUPERVISION IN, 1865-1909. The insurance department of Connecticut was established by law July 19, 1865, the insurance commissioner being appointed by the Governor for three years. In 1887 the term was increased to four years. The commissioners have been:

Benjamin Noyes,	Aug.	22, 1865
George S. Miller,	July	27, 1871
John W. Stedman,	July	27, 1874
John W. Brooks,	July	27, 1880

Ephraim Williams,	July	1, 1883
O. R. Fyler, appointed during recess of Legislature,	July	1, 1886
O. R. Fyler, for a term of four years,	July	1, 1887
O. R. Fyler, to fill vacancy during recess of Legislature,	July	1, 1891
John S. Seymour,	March	3, 1893
Burton Mansfield,	April	11, 1893
Frederick S. Betts,	July	1, 1895
Edwin S. Scofield,	July	1, 1899
Theron Upson,	June	1, 1902

Mr. Scofield resigned in March, 1902, the resignation to take effect June 1, 1902, one year before the expiration of the term for which he was appointed. Mr. Theron Upson was appointed to fill the vacancy for the unexpired term, and reappointed in 1903 for the full term, beginning July 1, 1903. Theodore H. Macdonald was appointed commissioner for the term beginning July 1, 1907.

CONNECTICUT LIFE UNDERWRITERS' ASSOCIATION was organized October 27, 1890. [For a full account of the first meeting and organization of the association see the Cyclopaedia for 1890, page 63.] The present officers and executive committee, elected at the annual meeting held in February, 1909, are as follows: President, William Tolman, Bridgeport; vice-president, D. G. Holbrook, Hartford; second vice-president, Eli D. Weeks, Litchfield; secretary and treasurer, R. M. Northrop, Hartford; executive committee: J. W. Keyes, S. V. Coffin, C. W. Wells, George W. Staples and T. F. Moran.

CONNECTICUT MUTUAL LIFE INSURANCE COMPANY of Hartford. Organized 1846. John M. Taylor, president; William H. Deming, secretary.

CONNECTICUT STATE ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS. A meeting of Connecticut agents was held July 12, 1899, in West Haven, and an association organized with John C. North of New Haven, president, and J. N. Phelan, Bridgeport, secretary. At the tenth annual meeting, held in November, 1908, the following officers and executive committee were elected: President, W. H. Squire, Meriden; vice-presidents, C. L. McNeil, Torrington; E. C. Cowles, Hartford; Philip L. Holzer, Bridgeport; secretary and treasurer, E. W. Kneen, Shelton; executive committee: R. B. Pearce, J. L. Case, T. S. Brown, W. H. Heald, J. K. Guy, G. E. Boyd, C. N. Downs, C. T. Cannon, W. L. Hatch, F. A. Stevens, L. D. Rhinehart and F. J. Emmons.

CONSOLIDATED FIRE AND MARINE INSURANCE COMPANY, Albert Lea, Minn. Organized 1897; capital, \$168,880. C. W. Ransom, president; John H. Griffin, secretary.

CONTINENTAL CASUALTY COMPANY, Chicago, Ill. Organized 1897; capital, \$300,000. H. G. B. Alexander, president; W. H. Betts, secretary.

CONTINENTAL (FIRE) INSURANCE COMPANY, New York. Organized January, 1853; capital, \$1,000,000. Henry Evans, president; George E. Kline, vice-president; J. E. Lopez and E. L.

Ballard, second vice-presidents and secretaries; C. R. Tuttle and J. A. Swinnerton, assistant secretaries.

CONTINENTAL LIFE INSURANCE AND INVESTMENT COMPANY, Salt Lake City, Utah. Organized 1904; capital, \$375,000. Thomas R. Cutler, president; W. H. Cunningham, general manager.

COOPER INSURANCE COMPANY, Dayton, Ohio. Organized 1867; capital, \$200,000. David B. Corwin, president; Samuel L. La Rose, secretary.

CORCORAN FIRE INSURANCE COMPANY, Washington, D. C. Organized 1873; capital, \$100,000. E. D. Edminster, president; L. R. Peak, secretary.

CORNISH, JOHN B., ex-president of the New England Insurance Exchange, and New England special agent of the Springfield Fire and Marine Insurance Company, was born in 1846, at Barnstable, Mass., where his boyhood was spent. After leaving school he traveled through New England, the middle, and western states for a publishing house for fifteen years, and was special deputy collector in the customs district of Barnstable for four years. In 1887 he entered the fire insurance business, being appointed assistant to U. C. Crosby, then New England special agent of the Phoenix Insurance Company of New York, now United States manager of the Royal Exchange Assurance. This was a fine training for Mr. Cornish, and prepared him for the important positions he has held in the Exchange as president, vice-president, a member of the executive committee, chairman of the non-paying hazards committee, and a number of standing committees of the Exchange.

CORNWELL, SILAS H., secretary of the Phoenix Mutual Life Insurance Company of Hartford, was born in Canaan, N. Y., April 23, 1852. He received a public school education and entered the home office of the Phoenix as junior clerk in 1868. He was promoted through clerkships to cashier and chief bookkeeper in 1880, and was made assistant secretary in 1903. He was elected to his present position in January, 1905.

COSMOPOLITAN FIRE INSURANCE COMPANY, New York. Organized 1906; capital, \$300,000. The company re-insured its business in the Royal Exchange. December 31, 1908, and retired.

COSMUS, JOHN ALBERT, assistant secretary of the Connecticut Fire Insurance Company, is of Danish descent and was born in Jersey City, N. J., May 22, 1868. He was educated in the public and high schools of his native city, and in New York University, but left college before graduation to engage in civil engineering. He began his insurance work with the Continental Insurance Company of New York in 1897 as inspector, and was appointed special agent for that company in New York state in 1900. In 1905 he was appointed special agent in New York state for the Connecticut Fire

Insurance Company, and was appointed general agent at the home office in the latter part of the same year. He was appointed to his present position in January, 1907.

COTTON AND WOOLEN MANUFACTURERS MUTUAL INSURANCE COMPANY, Boston, Mass. Organized 1875. M. V. B. Jefferson, president; Benjamin Taft, secretary and treasurer.

COTTON INSURANCE ASSOCIATION is an association of companies, members of the Southeastern Tariff Association, and was organized in 1905 for the purpose of handling insurance on cotton in the southern states. The operations of the association are under direction of a general advisory committee, and there are also local advisory committees in New York, Atlanta, and other southern cities. The general advisory committee is composed of the following: S. Y. Tupper, chairman, C. F. Low, Milton Dargan, Thomas Egleston, W. E. Chapin, E. H. A. Correa, Henry E. Rees, H. A. Wray, A. G. McIlwaine, Jr. The headquarters of the association are in Atlanta. Frank M. Butt is general manager.

COTTON SEED CRUSHERS MUTUAL ASSURANCE COMPANY, Philadelphia, Pa. Organized 1905. F. A. Downes, president; H. C. Cornwall, secretary.

COUNTY FIRE INSURANCE COMPANY OF PHILADELPHIA, Philadelphia, Pa. Organized 1832; capital, \$400,000. C. R. Peck, president; E. A. Law, secretary.

COURTS, INSURANCE IN THE. [See Legal Decisions.]

COWAN, JAMES, fire manager of the Caledonian Insurance Company of Edinburgh (home office), is a native of Glasgow, Scotland, where he was born in 1841. His entire business life has been with the Caledonian, to the Glasgow branch of which he was apprenticed when fifteen years of age. In 1865 his diligence was rewarded by his appointment to the post of fire surveyor at the Glasgow office. Eight years later, in 1873, he was called to the head office at Edinburgh, to take the superintendence of the company's fire department; and in 1900, on the retirement of the secretary, Mr. Surenné, he was appointed second officer of the company, with the title of fire manager.

COWLES, EDMUND B., of Field & Cowles, managers of the Royal Insurance Company for New England, was born at New Haven, Conn., in May, 1846. He entered the office of the Home Insurance Company in 1865 as a clerk, and was subsequently elected assistant secretary. In 1870 he became connected with one of the Philadelphia companies as general agent for New England, and in 1872 organized the Meriden Fire Insurance Company of Meriden, Conn., and remained with it as secretary and manager until 1892, when he was appointed assistant manager of the New England department of the Royal and Pennsylvania Fire Insurance Company,

located at Boston. In 1898 associated with Geo. P. Field under the name of Field & Cowles, managers of the New England department of the Royal Insurance Company of Liverpool, located at Boston.

CRAIG, E. B., vice-president and general manager of the Volunteer State Life Insurance Company of Chattanooga, Tenn., was born in Giles county, Tennessee, of Scotch parentage, August 12, 1859. He was educated in the preparatory schools and began his business career in a bank. He was cashier of the People's National Bank of Pulaski, Tenn., for twelve years, and was for eight years state treasurer and insurance commissioner of Tennessee, serving in that capacity from 1893 to 1901.

CRAIG, JAMES M., actuary of the Metropolitan Life Insurance Company of New York, was born of Scotch parentage at Philadelphia, April 5, 1848. His education was obtained in the public schools and at the Cooper Institute, New York. He entered the life insurance business as a clerk in the office of the National Life Insurance Company in New York in 1866. He immediately began the study of the mathematics underlying the life insurance system, and was called to the service of the Metropolitan Life in May, 1872. He has since become the company's actuary.

CRAM, GEORGE T., former president of the American Central Insurance Company of St. Louis. [See Death Roll.]

CRANE, JOHN M., is a native of the city of New York, where he was born March 30, 1852. He received his education in the public schools and at Bryant & Stratton's commercial college, and went into business as a salesman for a silver-plated ware establishment, and traveled for the house seven years. He resigned in June 1876, to become secretary of the Knickerbocker Casualty Insurance Company, which afterward became the Fidelity and Casualty Company, and of which he was one of the organizers. In 1888 Mr. Crane transferred his services to the Union Mutual Life of Maine as its New York City manager. He joined the American Casualty two years later as general superintendent, and after the failure of that company accepted the appointment of superintendent of agencies for the eastern department of the Standard Life and Accident Insurance Company of Detroit, with headquarters in the city of New York. In 1896 he resigned this position and joined the field force of the Metropolitan Life Insurance Company in the ordinary department, and on the first of August, 1897, was promoted to the important position of superintendent of agencies (ordinary department) for the New England states, with headquarters in Boston. On July 31, 1900, the Metropolitan discontinued the superintendent of agencies for the ordinary department, thereby retiring Mr. Crane and six others, and Mr. Crane became connected with the Prudential Life Insurance Company, as its general agent for the ordinary department, with offices located in New

York. At this time the Provident Savings Life Assurance Society had put upon the market policies for from \$100 to \$500, and known as the "Coupon Policy." Shortly after this Mr. Crane was approached with a view of assisting in the introduction of this policy, and joined the Provident Savings.

CRAWFORD, GEORGE R., president of the Westchester Fire Insurance Company of New York, was born at White Plains, Westchester county, N. Y., June 21, 1841. When sixteen years of age he entered the insurance business as a clerk in an agency firm. Three years later he became a partner with his father in the fire insurance business, the firm name being Elisha Crawford & Son. In 1865 he was elected secretary of the Westchester, serving in that capacity until 1879, when he was promoted to the presidency of the company. Mr. Crawford has been president of the village of Mount Vernon, N. Y., and organized the Mount Vernon fire department, acting as its chief engineer.

CREDIT INSURANCE. (The guaranteeing and indemnifying merchants and others engaged in business and giving credits from loss thereby.) In 1893 there were four companies in the United States engaged in this business; namely, the American of New York, Mercantile of New York, National of Minneapolis, and United States of Newark. The latter was the oldest of these, having been organized in 1889. In August, 1894, it was found by the New Jersey insurance commissioner to be impaired, and was closed up and a receiver was appointed. The National failed in 1895, and the Mercantile in 1897. This left but one domestic company, the American Credit Indemnity of New York, in the field at the beginning of 1898, and it was not until 1902 that another, the Philadelphia Casualty, entered the field for credit business. There was one foreign company, the Ocean Accident and Guarantee Company of London, England, which deposited \$200,000 with the New York department in 1895, and extended its business into a number of states in the following years. The credit insurance business of four companies in the United States in 1908 was as follows:

COMPANIES.	Premiums Received.	Losses Paid.
American Credit Indemnity,	\$1,386,866.00	\$1,192,537.00
London Guarantee & Accident,	95,784.00	56,731.00
Ocean Accident & Guarantee,	587,219.00	499,285.00
Philadelphia Casualty,	139,767.00	145,065.00
Total 1908,	\$2,209,636.00	\$1,893,618.00
Total 1907,	2,070,813.00	710,938.00
Total 1906,	1,798,627.00	664,407.00
Total 1905,	1,782,655.00	863,686.00
Total 1904,	1,933,419.93	1,034,307.91
Total 1903,	1,982,944.43	950,290.04
Total 1902,	1,629,042.00	746,014.00
Total 1901,	1,192,550.00	299,222.00
Total 1900,	644,056.00	107,756.00

The plan of credit insurance under which the United States Credit System Insurance Company of Newark, N. J., the pioneer company worked was described by the insurance commissioner of New Jersey in his annual life insurance report of 1895, in making a statement of the reasons for the failure of the company. [See Cyclopedia for 1904-5.]

CREIGHTON, EDWARD B. His early business life was spent as Local Agent at Phillipsburg and Lewistown, Pa., and in 1890 was appointed Special Agent of the Farmers' Fire Insurance Company, York, Pa., and filled similar positions with Norwich Union Fire Insurance Society and New Hampshire Fire Insurance Company until April 1, 1905, when he was elected secretary of the Underwriters' Association of the Middle Department of which organization he was president in 1902. He resigned secretaryship in February, 1909 to become a member of the firm of Henry W. Brown & Company. He was a member of the Advisory Committee on adjustment of losses of the Baltimore conflagration, has served on the executive and other important committees of the Underwriters' Association of the Middle Department, The National Fire Protective Association, and was appointed in 1908 a member of the Board of Consulting Engineers of the National Board of Fire Underwriters.

CRESSON, EZRA TOWNSEND, secretary of the Franklin Fire Insurance Company of Philadelphia, was born at Byberry, Philadelphia county, Pa., June 18, 1838. Mr. Cresson has passed the larger part of his business life in the home office of the Franklin, advancing successively from the junior to the senior until in October, 1878, his years of faithful service were recognized by his appointment to the secretaryship of the company.

CRITCHELL, ROBERT S., fire insurance manager at Chicago, Ill., was born near Glastonbury, England, in 1844. He came to America when a boy, living some time at Rochester, N. Y., but while yet a youth he entered the office of the Home of New York at Cincinnati. When the Home's western department was moved to St. Louis, in 1860, he accompanied it there. Two years later he entered the service of the Ætna of Hartford at its Cincinnati office. During the civil war he served in the United States navy as a junior officer, and at its close accepted the position of special agent of the Home for the southwestern states. Then he transferred his services to the Phenix of Brooklyn, which in 1868 made him its special western agent at Chicago. In 1874, when the Phenix opened a western department, he resigned to devote himself to the local agency of R. S. Critchell & Co. in Chicago, which he had established four years before, and which was one of the largest agencies in the west, representing as sole agents a large number of the most prominent companies. In 1901 this agency consolidated with another Chicago agency, the style of the consolidated concern being Critchell, Miller, Whitney & Barbour. In 1905 the

Springfield Fire and Marine Insurance Company of Mass., which Mr. Critchell had represented as sole agent in Chicago for 29 years, passed resolutions of esteem and thanks to Mr. Critchell for having netted that company a profit of over \$500,000 in the period, and accompanied the resolutions with a handsome sum in gold coin. He was severely injured in a railroad accident at Salisbury, England, in summer of 1906, but recovered from his injuries to such an extent that he is able to devote a portion of his time to his business. He retired from active business in 1908.

CROCKER, WALTON L., secretary of the John Hancock Mutual Life Insurance Company of Boston, was born at Plymouth, Nova Scotia, of English parentage, February 8, 1868. He was educated in the public schools at Cambridge, Mass., and began his business experience in manufacturing and mercantile pursuits, and later entered the railroad business with the Boston & Albany. He was elected to his present position in 1903.

CROCKETT, LEWIS W., secretary of the New Hampshire Fire Insurance Company, was born at Lawrence, Mass., but became a resident of Manchester at an early age. Upon completing his education, he entered the employ of the Merchants' National Bank of Manchester, of which ex-governor J. A. Weston and John C. French both former presidents of the New Hampshire, were officials. After three years in the bank, Mr. Crockett was transferred to the home office of the New Hampshire and worked through various assignments until 1895, when he was made cashier. In January, 1900, he was advanced to an assistant secretary, and in August, 1905, was elected secretary.

CROSBY, EVERETT U., of the firm of Henry W. Brown & Co., 435 Walnut Street, Philadelphia, Pa., was born at Worcester, Mass., in 1871, and began the insurance business in the department of sprinklered risks maintained by the Phenix, National, Queen, and New Hampshire Insurance Companies at Boston, subsequently becoming manager of this department. In 1894 the department was merged into the present Underwriters' Bureau of New England. Mr. Crosby being made secretary and manager, which position he held until 1900, when he resigned to accept the position of general agent with the North British and Mercantile. This position he held for seven years and also organized the Improved Risk Department for that company. Leaving the North British and Mercantile in 1906 his present connection was made. He was one of the organizers of the National Fire Protection Association, holding the office of secretary and treasurer for seven years, and later that of chairman of the executive committee. He is one of the National Board's committee of consulting engineers, and an ex-president of the Insurance Society of New York. Also author of *The Hand Book of Fire Protection for Improved Risks*, and of a procedure for rating sprinklered risks known as the "Restricted Rating Schedule," and

used by the Eastern and Southern rate makers. Is manager of the Independence Inspectors Bureau, 137 S. 5th St., Philadelphia, a property owners fire prevention organization. Was appointed by President Roosevelt a member of the United States Government National Advisory Board on Fuels and Structural Materials.

CROSBY, UBERTO C., United States manager Royal Exchange Assurance of London, England, is a native of Mattapoisett, Mass. He entered the office of the Bay State Fire Insurance Company at Worcester as a clerk in 1866. He afterwards became secretary of the company and continued with it until the Boston fire of 1872, when it discontinued business owing to the heavy losses at that time. He then became New England special agent for the Commercial Union Assurance Company of London. He resigned that position in 1883 and became special agent of the Phenix Insurance Company of New York for New England and the Maritime provinces. In September 1899, he accepted the position of secretary of the New Hampshire Fire Insurance Company, and at the death of its former president was elected to that position in January, 1900. He resigned that position May 1, 1905, to accept the position of United States manager of the Royal Exchange Assurance, London, England.

CUNNINGHAM, JOHN L., president of the Glens Falls Insurance Company, New York, was elected to that office January 20, 1892, succeeding Russell M. Little, deceased. President Cunningham was born at Hudson, N. Y., April 5, 1840. His boyhood was passed on a farm in Essex county, New York, but when about eighteen years old he entered a law office, and afterward pursued his legal studies at the Union University Law School at Albany, graduating in 1861 with the degree of LL.B. He practiced law at Essex until he enlisted in the 118th New York Regiment in 1862 and went to the front. He saw a good deal of active service, was for some time provost marshal at Portsmouth, Va., and came out of the war with the rank of major and brevet lieutenant-colonel. On returning home he was appointed collector of internal revenue for the Sixteenth Congressional District of New York, which position he resigned to join the field force of the Glens Falls as a special agent. In 1872 Colonel Cunningham was elected secretary of the company, and became virtually its manager. On the death of President Little in 1892 he succeeded to the presidency.

CURTIS, ALBERT HARMON, general agent of the New England Mutual Life Insurance Company at Boston, Mass., was born at Harrington, Me., April 3, 1866. He was educated in the public schools, and graduated from a commercial college. After working on a farm until he was eighteen years of age, he entered the employ of the United States Life as cashier in 1895 at its Boston office. In 1896 he was appointed associate general agent of the Union Central Life Insurance Company at Boston. He was ap-

pointed to his present position in 1901. He was elected president of the Boston Life Underwriters' Association in 1909.

CUTTING, FREDERICK LORD, former insurance commissioner of Massachusetts. [See Death Roll.]

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DAMON, ALONZO WILLARD, president of the Springfield Fire and Marine Insurance Company, was born at South Scituate, now Norwell, Mass., February 11, 1847, and was the son of Davis Damon, a descendant of John Damon, one of the original settlers of Plymouth, Mass. His insurance life began as a clerk in the office of the Washington Insurance Company of Boston in 1862. He worked his way up to the secretaryship of that company, and served it in that capacity from 1880 to 1887. The following year he took the New England special agency for the Franklin Fire of Philadelphia, but in 1890 the late President Dunham of the Springfield Fire and Marine sent for him, and offered him the special agency for eastern New England, which he accepted. He was called to the home office as assistant secretary in the winter of the same year, and on the death of President Wright he was, in April, 1895, advanced to the vacant presidency.

DANA, GORHAM, manager of the Underwriters' Bureau of New England, Boston, Mass., was born in Charlestown, Mass., October, 1868. He was educated in the public schools and the Institute of Technology, Boston, from which he graduated with the class of 1892, and after graduation engaged in civil engineering. He was appointed an inspector of the Underwriters Bureau of New England in 1894 and was appointed to his present position in 1904. He is chairman of the committee on gravity tanks and uniform requirements of the National Fire Protection Association, chairman of the executive committee of the Fire Underwriters' Uniformity Association, and chairman of the lecture committee of the Insurance Library Association of Boston.

DARGAN, JAMES THORNWELL, fire underwriter, is a native of South Carolina, and was born near Winnsboro, S. C., January 22, 1846. He received a collegiate education, graduating from South Carolina College in 1868, and subsequently studied law, but did not practice. His business career was begun in fire insurance, and for a number of years he was senior member of the firm of Dargan & Trezevant, managers for a number of companies for the Southwest with headquarters at Dallas, Texas. In 1894, he became resident manager of the Southern Department of the Imperial Fire Insurance Company of London and remained with this company until its retirement. On the organization of the Atlanta-Birmingham, in 1893, he was elected president, and continued in

that capacity until a receiver was appointed for the company in the latter part of 1906, as a result of the San Francisco conflagration, and was engaged with the receiver in closing up the affairs of the company. Mr. Dargan was awarded the Alfred G. Baker prize medal for the best essay on "Evils Affecting Fire Underwriting Interests and Their Remedy" by the Underwriters' Association of the Northwest at its meeting in 1880, and he was also the original author of the "Iron Safe Clause," now in general use.

DARGAN, MILTON, manager of the southern department of the Royal Insurance Company of Liverpool, is a native of South Carolina. He was born at Sumter in that state, February 22, 1862, and received his collegiate education at Furman University at Greenville, S. C., after which he became a cadet at the United States Naval Academy at Annapolis. From that institution, in 1883, he went immediately into the fire insurance business at Dallas, Tex., as a clerk in the office of Dargan & Trezevant. Subsequently Mr. Dargan saw much service in the field. He traveled as special agent for Dargan & Trezevant, and was afterward secretary of the Association of Fire Underwriters for Texas, with headquarters at Houston, from July, 1887, until the disbandment of the organization, on account of the anti-trust law, in 1889; then served the Queen of Liverpool as special agent and adjuster for Texas, Arkansas, and adjacent territory, until January, 1894, when he assumed the management of the southern department of the Lancashire. On July 16, 1900, Mr. Dargan was appointed manager of the eastern department of the Lancashire, with headquarters in New York, in addition to the southern department, which had been consolidated with the New York office. He continued in the office until the reinsurance and re-tirement of the company in 1901, and in 1902 he was appointed to his present position.

DAVIS, WILLIAM F., assistant secretary of the New England Mutual Life Insurance Company, Boston, was born at Woburn, Mass., December 12, 1849. He received a public school education and began his business career as a leather worker. He began his life insurance work as a clerk in the office of the New England Mutual Life, and was for a number of years cashier, until appointed to his present position. He is a resident of Woburn, Mass., and has served the city as member of the board of aldermen several terms, being president of the board in 1893 and 1898, and in 1899 was elected mayor, of the city and re-elected in 1900 and 1901.

DAWSON, MILES MENANDER, consulting actuary, was born at Viroqua, Wis., May 13, 1863. He was educated in the public schools and at the Kentucky University. After leaving college he was engaged in the fire and general insurance business until 1886, and subsequently was a life insurance agent until 1894, when he entered the actuarial profession, practicing since that date as a consultant in New York city. Mr. Dawson is the author of "The Business of Life Insurance," "Elements of Life Insurance,"

"Assessment Life Insurance," "Principles of Insurance Legislation," "Practical Lessons in Actuarial Science," "Things Agents Should Know," and a well-known set of actuarial tables based on the American 3 and $3\frac{1}{2}$ per cent. experience. He was the actuary of the New York Legislative Committee.

DAY, FREDERICK WILLIAM, assistant manager, at New York, of the Royal Insurance Company of Liverpool, England, was born in Hertfordshire, England, May 26, 1859. He received an English preparatory college education. In 1876 he came to America with his parents and shortly after entered the service of the National Fire Insurance Company of New York under the tutelage of Mr. Henry H. Hall. In 1881 he became connected with the Royal at its New York office and in 1888 he was appointed its special agent for western New York, which position he filled for six years. In 1894 he was appointed superintendent of agencies in the New York office of the Royal, which post he held until, on the retirement of Mr. E. F. Beddall from the managership of the New York department of that company and the accession of Mr. C. F. Shallcross as manager in 1900, he was promoted to the position of second assistant manager. On the death of assistant manager Mr. George M. Coit, in 1903, Mr. Day was further promoted to his present office of assistant manager. He is an active worker in the Young Men's Christian Association and prominent in other social, charitable, and religious organizations in the metropolis.

DAYTON ASSOCIATION OF LIFE UNDERWRITERS was organized at a meeting held in Dayton, O., March 26, 1904, and the following officers were elected: President, C. H. Cord, Michigan Mutual; first vice-president, John H. Kramer, Mutual Benefit; second vice-president, V. J. A. Obenauer, New York Life; secretary, William O. Cord, Michigan Mutual; treasurer, V. P. Van Horne, Mutual Life. The present officers and executive committee, elected at the annual meeting in March, 1908, are: President, F. M. Thomas; first vice-president, D. C. Brower; second vice-president, H. C. Herchelrode; secretary, Job Hill; treasurer, R. M. Miller; executive committee, F. M. Thomas, Job Hill, R. M. Miller, Hamilton Kerr, I. N. Gaylord, J. P. Morgan, W. S. Nuttall and D. C. Brower. The above are the present officers.

DEALY, TIMOTHY W., insurance journalist, was born at Groton, Conn., February 1, 1866, and was educated in the public schools of Groton and New London. His early vocation was that of hotel clerk, first in New London and later in Chicago. He entered the life insurance business in that city, becoming agent of the Metropolitan Life, industrial department, in 1888. A year later he entered insurance journalism, joining the force of the *Argus*, becoming business manager in 1895, editor in 1905 and proprietor on January 1, 1909.

DEAN SCHEDULE OF RATING. Analytic system for the measurement of relative fire hazard (mercantile classes). [See Universal Mercantile Schedule.]

DEARDEN, ROBERT R., insurance journalist, was born at Lowell, Mass., March 23, 1845. He received his education in public and private schools, and thereafter was engaged for a few years in mercantile pursuits, culminating in the publishing business at Chicago in 1867. The following year he became identified with the *Northwestern Review* of Chicago, which he purchased of its founder, the late W. F. Brewster, in 1869, and in 1875 removed to Philadelphia, changing its name to *The United States Review*. He has maintained continuous active connection with that paper since 1868. Mr. Dearden entered political life soon after taking up his residence in Philadelphia. He was elected to the Pennsylvania legislature from a prominent district in 1882, and was re-elected in 1884, 1886, and 1888. In 1906 he was again elected to that body, though from another Philadelphia district, and was re-elected in 1908, covering six terms of twelve years in all. He was chairman of the House insurance committee in 1885, and of the committee on Appropriations in 1887 and 1889. In the spring of 1900 he was unanimously chosen as the candidate for receiver of taxes of Philadelphia on the municipal league ticket, but declined the nomination.

DEARTH, ELMER H., of Minnesota, was born in Sangerville, Me., June 6, 1859. He received a high school and academic education, graduating in 1878; taught school two years, and then entered the office of the Bangor *Daily Whig and Courier*, where he mastered the newspaper work. He went to Minnesota in 1883, locating first in St. Paul. In 1884 he became manager and editor of the Henderson *Independent*, and continued in that position until 1886, when he became owner and editor of the *Le Sueur News*. In 1889 he was appointed by Governor Merriam of Minnesota deputy insurance commissioner of that state. After retaining that position for three years he voluntarily resigned to take a position with the Equitable Life of New York. In January, 1897, he was appointed by Governor Clough insurance commissioner of Minnesota, holding the office for two years, or until the administration passed into the hands of the opposite party. At the time of his retirement he was president of the National Association of Insurance Commissioners, and for the next succeeding two years was engaged in the general and local fire insurance business. In January, 1901, he was again appointed to the commission-ership by Governor Van Sant, and was reappointed in January, 1903. He is a prominent Elk, Mason, and Knight of Pythias, and has for years been an active member of the leading business and social clubs of St. Paul. He is now engaged in the general agency insurance business in St. Paul, having retired from the commission-ership in 1905.

DEATH ROLL OF 1908. The following is a list of persons connected with the insurance business who died in 1908:

- Belcher, Samuel E., former president of the Jefferson Fire of New York, died there August 18, aged 85 years.
- Belden, John S., Western manager for the Fire Association of Philadelphia, died at Chicago July 18, aged 69 years. He was born at Warsaw, N. Y., September 8, 1839, and had been a resident of Chicago since 1862. He began his connection with insurance in 1865 as an accountant with the Security Insurance Company, in which office he remained until 1871, and was with the Royal until 1872, then with the Imperial until 1873, and with the German-American until 1888. He was appointed manager of the London and Lancashire in 1888, having charge of fourteen western states and three territories. On January 1, 1902, he formed a connection with the Fire Association of Philadelphia and became manager of the company at Chicago.
- Bennett H. Stokes, agent at Evansville, Ind., died there June 24.
- Biddle, Herman B., special agent of the Fidelity and Deposit of Baltimore, died at Pittsburgh, Pa., by railroad accident February 17.
- Boright, Horace, agent at Eau Claire, Wis., died there by suicide, June 15, aged 65 years.
- Braunstein, J. B., agent at Cincinnati, Ohio, died there from paralysis, October 14.
- Briggs, Charles L., special agent of the Springfield Fire and Marine, died at Newton, Mass., from heart failure, May 12, aged 60 years.
- Bromwell, L. L., Pacific Coast fire insurance manager, died at Oakland, Cal., by suicide, January 25, aged 62 years.
- Bruerton, James, Boston manager for the Hartford Fire, died at Boston, Mass., from apoplexy, January 22, aged 64 years.
- Buckner, Frank W., special agent of the Georgia Home, died at Jackson, Mich., from typhoid fever, April 22, aged 46 years.
- Buckley, William A., New England manager for the Provident Savings Life, died at East Boston, Mass., from heart disease, June 6.
- Bullitt, Alexander A., agent at Louisville, Ky., died there from Bright's disease, July 15, aged 62 years.
- Burnham, Frederick A., former president of the Mutual Reserve Life of New York, died there from gas asphyxiation, December 23, aged 57 years. He was born in Burrillville, R. I., January 7, 1851. He studied at Middletown, Conn., and after graduating as valedictorian of his class took a course at Albany Law School, and was admitted to the bar in 1873, when he removed to the city of New York and began the practice of his profession, giving his particular attention to commercial and insurance law. In 1890, he was appointed counsel to the Mutual Reserve Fund Life, and succeeded to the presidency of the company in 1895.
- Burnet, Edward W., secretary of the National of Cincinnati, died there April 20, aged 56 years.
- Burton, Charles, agent at Titusville, Pa., died at West Chester, Pa., from heart disease, September 25, aged 65 years.
- Carr, Alfred, former Insurance Superintendent of Missouri, died at St. Louis, Mo., February 5, aged 76 years.
- Chase, George L., president of the Hartford Fire, died at Hartford, Conn., from debility, January 7, aged 80 years. Mr. Chase was born at Millbury, Mass., January 13, 1828, and began his business career as the agent of the Farmers' Mutual Fire Insurance Company of Georgetown, and traveled with a horse and buggy through southern Massachusetts and eastern Connecticut taking risks. In 1848 he was appointed traveling agent of the People's of Worcester, a position he held until 1852, when he was appointed assistant superintendent of the Central Ohio Railroad. He was soon advanced to the position of superintendent, and was one of the five railroad superintendents who met in Columbus, Ohio, in 1853, and formed the first association of railroad superintendents in the United States. In 1855 he became the western general agent of the New England Insurance Company of Hartford. He remained with the New England until 1863, when he received the appointment of assistant general agent of the Hartford Fire, and in 1867 was elected its president.
- Cherriman, J. B., former Insurance Superintendent of Canada, died at London, Ont., June 20.
- Cleveland, Grover, chairman of the Association of Life Insurance Presidents, died at Princeton, N. J., June 24, aged 71 years.

- Coddington, Abram, former assistant secretary of the United States Fire of New York, died at Yonkers, N. Y., August 3, aged 58 years.
- Coddington, Asa F., agent at Syracuse, Neb., died there from apoplexy, January 2, aged 58 years.
- Collins, Martin, general agent of the Fire Association of Philadelphia, died at St. Louis, Mo., May 24, aged 83 years.
- Crain, Charles S., surety general agent at Chicago, died there from pneumonia, March 28.
- Cram, George T., president of the American Central of St. Louis, died there January 7. Mr. Cram was a native of New Hampshire and was born September 17, 1834. In the civil war he was an officer in a cavalry regiment under General Phil. Sheridan's command. In 1868 he was appointed secretary of the Atlantic Mutual Insurance Company of St. Louis, the name of which company was changed to the American Central in 1869. Mr. Cram remained as secretary until January, 1875, when he was elected president. He served as president of the Western Union of Fire Underwriters in 1898-99.
- Crooker, J. D., special agent for the Hartford Fire, died at Fargo, N. Dak., from typhoid fever, December 8.
- Cutting, Frederick L., former Insurance Commissioner of Massachusetts, died at Wellesley Hills, Mass., from paralysis, January 8. He was born in Boston, Mass., August 14, 1842 and was educated in the grammar and high schools of Chelsea, Mass. He served with the fortieth regiment, Massachusetts Volunteers, throughout the Civil War. He was appointed chief clerk of the Massachusetts insurance department in 1872, and was appointed deputy commissioner in 1894. In 1897, he was appointed commissioner of insurance, and re-appointed for four successive terms.
- Dark, Charles E., vice-president of the American Central Life of Indianapolis, died at Battle Creek, Mich., August 19, aged 59 years.
- Du Bois, Charles W., adjuster for the Commercial Union and Palatine in New York State, died at Syracuse, July 7, aged 64 years.
- Dudley, Darwin E., Boston, agent of the Mutual Life, died at Hingham, Mass., from apoplexy, June 22, aged 50 years.
- Dunwell, Charles T., former general agent of the New York Life, died June 12, aged 56 years.
- Durfee, John B., agent at Fall River, Mass., died there from accident, May 8.
- Dyer, George A., agent at Lansing, Mich., died there from pneumonia, June 22, aged 67 years.
- Dyke, H. A., fire insurance adjuster at Chicago, died there from heart disease, May 25, aged 53 years.
- Eaton, J. F., agent of Kansas City, Mo., died there October 6.
- Eddy, Perley E., agent at Boston, Mass., died at Marblehead, Mass., August 31, aged 78 years.
- Egan, Patrick A., Minnesota State manager of the Minnesota Mutual Life, died at St. Paul, March 18, aged 38 years.
- Egleston, J. Homer, life insurance adjuster at Cincinnati, Ohio, died there from heart disease, July 18, aged 57 years.
- Ellerbe, Christopher P., former Insurance Superintendent of Missouri, former president of the Union Casualty and Surety of St. Louis, died there September 18, aged 63 years.
- Estabrook, William H., agent at Worcester, Mass., died there from cerebral hemorrhage, March 26.
- Ewens, John F., special agent of the Northern of London, died at Atlantic City, N. J., July 8.
- Ferguson, John M., of Ferguson & Scott, general agents, Louisville, Ky., died there from dropsy, December 24, 1907, aged 58 years.
- Fisher, A. D., general agent of the Home Life of New York at Providence, R. I., died there April 19, aged 46 years.
- Fisher, Frederick, Sr., agent at Medway, Mass., died there from acute indigestion, March 2.
- Fisher, George Burgess, agent at Hartford, Conn., died there from congestion of the lungs, November 2, aged 66 years.
- Fleetwood, Stanley, agent at Chicago, died there April 17.
- Flint, Josiah Dwight, agent at New York city, died at Red Bank, N. J., March 29, aged 72 years.
- Fox, William S., special agent of the Phoenix of Hartford, died at Milwaukee, Wis., June 28, aged 71 years.

- Frederick, Lawrence N., superintendent of the bond department of the United States Fidelity and Guaranty of Baltimore, died there from heart disease June 3, aged 51 years.
- Fryer, Greville E., secretary of the Insurance Company of North America, died at Philadelphia, July 29, aged 74 years. Mr. Fryer was a native of England, where he was educated, and came to the United States in 1850. He entered the services of the Insurance Company of North America in 1867, and in 1879 was appointed assistant secretary. In 1881, he was made secretary of the company and in 1890, was also appointed treasurer.
- Galentine, William A., agent at St. Louis, Mo., died at Chicago, from Bright's disease, February 7, aged 46 years.
- Gano, Gazzam, former president of the Amazon Fire of Cincinnati, died there April 19, aged 80 years.
- Garber, E. M., agent at Holton, Kan., died by drowning at Atlantic City, N. J., August 29.
- Gardner, Elias D., agent at Red Bluff, Cal., died by automobile accident, January 10, aged 40 years.
- Gerrish, Leonard H., agent at Portland, Me., died there from appendicitis July 14.
- Gilbert, William T., chief counsel of the Provident Savings Life, died at London, England, from paralysis July 3.
- Gilleau, Henry F., life insurance special agent at New Orleans, died there May 18, aged 53 years.
- Gillette, Walter R., former vice-president of the Mutual Life of New York, died there from intestinal cancer, November 8, aged 68 years. Mr. Gillette was a native of Philadelphia, and was graduated from the Madison University at Hamilton, N. Y., in 1861, and from the College of Physicians and Surgeons, New York city, in 1864. He served two years in the United States army at the front, as acting assistant surgeon. He was for thirteen years surgeon of the New York Post Office Department, and for fifteen years adjunct professor in the medical department of the University of New York. He was appointed on the medical staff of the Mutual Life Insurance Company of New York in 1871, later on becoming a medical director until 1890, when he was appointed general manager of the company, which position he held until 1906.
- Gilmore, Homer, G., agent at Springfield, Mass., died there from Bright's disease October 15.
- Goddard, Alfred S., agent at Elgin, Ill., died there from apoplexy September 15.
- Goddard, Ralph F., New England special fire insurance agent, died at Woburn, Mass., from heart disease October 31, aged 35 years.
- Gregerson, George W., marine, insurance agent at Boston, died there from rheumatic gout May 15, aged 68 years.
- Greene, Bradford, agent at Phenix, R. I., died at Coventry, R. I., June 11, aged 50 years.
- Griffin, Matthew, proprietor of the *Insurance Age* of New York, died May 1, aged 60 years.
- Gutte, Isador, of Gutte & Frank, San Francisco, fire insurance general agents, died at Alameda, Cal., March 1. Mr. Gutte was a native of Germany, and went to California in 1849 entering mercantile business. He was appointed San Francisco manager of the Hamburg-Magdeburg Fire in 1876, and he was also manager and agent there for several other companies, and as well a director of several San Francisco corporations.
- Haldan, Edward B., fire insurance general agent at San Francisco, died there from apoplexy February 15.
- Hall, John A., president of the Massachusetts Mutual Life, died at London, England, September 3. Mr. Hall was born at Saratoga Springs, N. Y., December 17, 1840, and began his insurance career in 1865 as a solicitor at Evansville. He returned east in 1867 continuing his agency work at Springfield, and in 1872, he became general agent of the Massachusetts Mutual Life. He became superintendent of agents of the company in 1879; secretary in 1881, and was elected president of the company in March, 1895.
- Halsted, William F., vice-president of the Title Guarantee and Surety of Scranton, Pa., died there March 8, aged 72 years.
- Hamilton, Andrew, life insurance attorney at Albany, N. Y., died there from heart disease March 1, aged 54 years.

- Hayes, William H., agent at Rock Island, Ill., died November 19, aged 95 years.
- Herrick, George E., fire insurance general agent, died at Oak Park, Ill., January 10.
- Hills, R., secretary of the Canada Life of Toronto, died there February 1, aged 64 years.
- Hirschberg, Francis D., agent at St. Louis, Mo., died there by murder December 8.
- Hoffman, John K., agent at Los Angeles, Cal., died there April 1, aged 76 years.
- Hollister, Charles A., former special agent of the Aetna of Hartford, died at Berlin, Conn., from consumption, July 3, aged 52 years.
- Holman, Isaac W., fire insurance general agent, former president of the Fire Underwriters' Association of the Northwest, died at Indianapolis, Ind., from apoplexy, January 9, aged 64 years. Mr. Holman was born in Johnson County, Ind., in 1844, and received his education in the public schools and at Franklin College, Franklin, Ind. He entered the insurance business in 1865, as local agent at Toledo, and five years later became western special agent for the Washington Insurance Company of New York. From 1870 to 1884, he was a special agent in the western field and in the latter year he became general agent for the British America, resigning that position to become western general agent of the American of Newark, in 1892. He resigned in 1895, and later took up independent adjusting at Seattle, Wash., and in 1903 returned to Milwaukee and became Wisconsin special agent for the Insurance Company of North America. He was president of the Fire Underwriters' Association of the Northwest in 1888.
- Hooper, Sidney, K., agent at Salt Lake City, died there from typhoid fever, September 16, aged 38 years.
- Hopper, John B., life insurance agent, died at Mt. Vernon, N. Y., from heart disease, March 16, aged 70 years.
- Howland, Charles A., president of the Quincy Mutual Fire of Quincy, Mass., died there October 1, aged 79 years.
- Hoyt, Ferdinand, Sr., agent at Newburgh, N. Y., died at Fishkill Landing, August 6, aged 73 years.
- Hoyt, John C., general agent at Utica, N. Y., died there from gas asphyxiation December 20, 1907, aged 85 years.
- Jackson, John B., president of the Western of Pittsburgh, died there by accident November 1, aged 63 years.
- Johnson, Digby, former general manager of the Lancashire, died at Tunbridge Wells, England, May 17, aged 63 years.
- Jones, George W., agent at Brooklyn, N. Y., died there December 13, aged 69 years.
- Jordan, Thomas D., former comptroller of the Equitable Life of New York, died there from heart disease July 14, aged 66 years.
- Kendall, George E., former U. S. manager of the National of Ireland, former secretary of the New Hampshire Fire, died at Rochester, N. Y., October 20. Mr. Kendall was born at Clinton, Mass., April 18, 1848, and began his insurance career in 1869, as clerk in the office of the First National Fire of Worcester. In 1873 he became secretary of that company, which position he held until 1877, and resigned to engage in the local agency business at Worcester. From 1882 to 1892, he served the Guardian of London as its general agent for the New England states. In the latter year he entered the service of the New Hampshire Fire in the same capacity, and June 1, 1895, he was called to the home office to take the secretaryship of the company. This position he retained until July, 1899, when he resigned to accept the United States management of the National Assurance Company of Ireland, which company at that time began its agency business in the United States, with headquarters at Hartford, Conn. He resigned in 1905, following the withdrawal of the National from business, and in May, 1905, accepted a position with the City of New York Insurance Company, and later took up independent adjusting, representing the North British and Mercantile in the adjusting of San Francisco conflagration losses.
- Kesmodel, Martin, former president of the German-America Fire of Baltimore, died there March 25, aged 68 years.
- Kieffer, John P., agent at Waterloo, Ia., died there October 10.

- King, Charles S., of Fort Wayne, Ind., financial agent of the Prudential for northern Indiana, died by railroad accident July 18.
- Landers, William L., Pacific Coast manager for the London Assurance Corporation and Niagara Fire, died at Santa Barbara, Cal., February 12. He was born in Brooklyn, N. Y., in September, 1851, and entered the insurance business in San Francisco in 1869. In 1879, he received the appointment of general agent for the Guardian, and remained in that capacity until the company withdrew from the United States in June, 1894. He represented the Imperial Fire of London from June, 1894, until its withdrawal from the United States in May, 1902, and then represented the London Assurance Corporation, together with the Niagara from January 1, 1902.
- Lawrie, Daniel, former manager of the fire department of the London Assurance Corporation, died in England September 22, aged 62 years.
- Leiding, J. H. agent at Cincinnati, Ohio, died there from appendicitis April 29, aged 50 years.
- Lethbridge, Robert P., of the firm of Johnson & Higgins, New York, died at Brooklyn from pneumonia November 2, aged 64 years.
- Letton, Theodore W., resident United States manager of the Prussian National Fire, died at Chicago October 8, aged 68 years. He was a native of Iowa, but removed to Quincy, Ill., at an early age, where he received his education in the private schools of that city, and on the outbreak of the Civil War he enlisted in the Fiftieth Illinois Infantry as first lieutenant of Company C. He entered the insurance business in 1871, later becoming western manager successively for different companies, and in 1891, was appointed United States manager of the Prussian National.
- Licety, John L., general agent of the Norwich Union for New England, died at Jersey City, N. J., from cancer March 8.
- Lindsey, William, Southern special agent of the Hartford Fire, died at Jackson, Tenn., May 12, aged 80 years.
- Long, Edgar P., agent at Denver, Col., died there from heart disease January 3, aged 56 years.
- Macpherson, Donald, fire insurance agent at Louisville, Ky., died there January 2, aged 75 years.
- Marchbank, W. J., fire insurance general agent in Colorado, died in Arizona February 20.
- Marsh, Elias J., chief medical director of the Mutual Life of New York, died at Paterson, N. J., from heart disease August 3, aged 73 years.
- Martin, Williard F., agent at Washington, D. C., died by railroad accident January 4, aged 52 years.
- McCauley, Eugene C., Indiana State agent of the Virginia State, died at Indianapolis, Ind., from heart disease June 19.
- McFeely, Charles A., manager for the Massachusetts Mutual Life at Pittsburgh, Pa., died there July 29, aged 61 years.
- Meeker, Clarence G., special agent of the Concordia of Milwaukee, died at Sycamore, Ill., from apoplexy December 20.
- Metcalf, Richard I., agent at Natchez, Miss., died January 24.
- Miller, Henry M., agent at Randolph, Vt., died there from Bright's disease December 25, 1907, aged 53 years.
- Miller, John B., former fire insurance surveyor at New York, died November 11, aged 91 years.
- Miller, Llewellyn, former general agent of the Northwestern Mutual Life at Baltimore, died November 11, aged 68 years.
- Misner, John L., special agent of the Shawnee Fire of Topeka, died at Denver, Col., October 15.
- Miltenberger, Ernest, former president of the Southern of New Orleans, died there April 22, aged 74 years.
- Monasmith, Martin G., agent at Lakewood, Ohio, died there from heart disease July 16, aged 66 years.
- Monroe, Louis, agent at New Orleans, died there July 30.
- Morgan, Louis S., special agent of the Home of New York, died at Syracuse, N. Y., September 4, aged 74 years.
- Morrison, Samuel L., agent at Indianapolis, Ind., died there November 27, aged 59 years.
- Muir, William, former president of the Union of Philadelphia, and Insurance Company of the State of Pennsylvania, died at Philadelphia June 8, aged

- 73 years. He began his insurance career in his father's local agency at Louisville, Ky., and later became secretary of the Jefferson Insurance Company of Louisville. On the failure of that company he removed to Chicago, and in 1876, became special agent of the Enterprise of Philadelphia for the western states. In 1872 Mr. Muir removed to Harrisburg, Pa., as general agent for the Germania Fire of New York, following which in 1875 he became general agent of the National Board of Fire Underwriters, and in 1883 entered the service of the Fire Association of Philadelphia as special agent for the middle department, being appointed in 1892 as general agency manager in the home office of the Fire Association, and later elected to the second vice-presidency. He was elected president of the Union Insurance Company in 1906.
- Munn, Eugene V., fire insurance general agent, former secretary of the Fire Underwriters' Association of the Northwest, died at Beloit, Wis., from paralysis March 4, aged 56 years.
- Munson, Edward A., fire insurance adjuster at Indianapolis, Ind., died there June 19, aged 78 years.
- Munson, Henry S., manager for the Etna Life for western New York, died at Buffalo, N. Y., from Bright's disease August 27, aged 71 years.
- Nagel, Camil P., New Jersey State manager of the United States Life, died from heart disease February 25, aged 41 years.
- Norris, William H., fire insurance agent at Boston, Mass., died there September 3, aged 70 years.
- Ogden, William B., agent at New York city, died at Larchmont, N. Y., from intestinal disorder July 5, aged 66 years.
- Oliver, John S., special agent of the Insurance Company of North America, died at Brooklyn, N. Y., from typhoid fever August 16.
- Osborne, Albert C., agent at Toledo, Ohio, died there February 7, aged 78 years.
- Osmun, Daniel C., fire insurance general agent, died at Washington, D. C., from apoplexy March 21, aged 74 years. He was born at Orange, Essex County, N. J., February 13, 1834, and received his education in New York city, where he also entered the insurance business. He was a local agent at Buffalo, later becoming a general agent and adjuster, and in 1876, was appointed superintendent of agents for the Imperial and Northern of London, and in 1881, established the western departments for those companies in Chicago. He continued as western manager of the Imperial until 1897, when the department was discontinued, and he became assistant secretary of the Western Union.
- Ott, Robert J., agent at Bethlehem, Pa., died there from emphysema of the lungs September 22, aged 62 years.
- Packard, D. C., Colorado general agent for the Sun of London, died at Denver September 15.
- Palmer, George H., agent at Omaha, Neb., died there from pneumonia March 9.
- Patterson, J. Thomson, actuary and former insurance journalist, died at Allentown, Pa., February 20, aged 60 years.
- Paul, Samuel B., insurance lawyer, plaintiff in the historical case of "Paul vs. Virginia," died at Petersburg, Va., September 26, aged 81 years.
- Phelps, James T., first vice-president of the National Life of Vermont and Massachusetts State agent, died at Brookline, Mass., from an intestinal disorder December 8. Mr. Phelps was a native of Vermont and was born at Chittenden, May 24, 1845. He received a public school education, and began his insurance career as a clerk in the Boston office of the National Life. He was president of the Boston Life Underwriters' Association in 1887-8.
- Pierson, Israel C., actuary and insurance journalist, former president of the Actuarial Society of America, died at Plainfield, N. J., from apoplexy September 10. Mr. Pierson was born at Westville, N. J., August 22, 1843, and graduated from the New York University in 1865. He received the degree of A.M., from the university in 1868, and of Ph.D. in 1890. His connection with life insurance began in the actuarial department of the Equitable Life. Mr. Pierson was an associate of the Institute of Actuaries, London, corresponding member of the Institute of Actuaries of France, and Belgian Association of Actuaries, fellow of the New York Mathematical Society, and secretary of the Council of the New York University. He was a charter member of the Actuarial

- Society of America, was its secretary from organization ten years to May, 1899, and its president in 1903 and 1904, and in 1903 was also president of the Fourth International Congress of Actuaries.
- Pillow, Eugene, agent at Columbia, Tenn., died there from heart disease August 31.
- Price, W. T., agent at Columbus, Ohio, died from heart disease December 24, 1907, aged 63 years.
- Pruden, William H., agent at Dalton, Ga., died April 9.
- Purmort, Frank W., secretary of the Central Manufacturers' Mutual Fire of Van Wert, Ohio, died there July 18.
- Rainey, John S., fire insurance general agent at New Orleans, died there from Bright's disease March 18, aged 61 years.
- Rehm, Eugene J., agent at Indianapolis, Ind., died there from appendicitis June 6.
- Reilly, Lawrence A., agent at Newark, N. J., died there from pneumonia February 5, aged 36 years.
- Requa, S. F., agent at Chicago, died there from blood poisoning April 17, aged 71 years.
- Rhodes, Samuel B., agent at Milwaukee, Wis., died there May 20, aged 77 years.
- Riddle, J. Irving, Indiana State agent of the Phenix of Brooklyn, died at Indianapolis, Ind., aged 61 years.
- Roberts, J. W., agent at Tipton, Ohio, died there June 12, aged 54 years.
- Rollins, Charles E., insurance journalist, publisher of the Chicago *Argus*, died at Milwaukee, Wis., October 15, aged 63 years. He was a native of New Hampshire, and was born at Holderness August 31, 1845. He went into the insurance business as a local fire and life insurance agent at Lawrence, Mass., in 1866, and continued until 1869, when he removed to Philadelphia, where he was a local agent from 1869 to 1875. In August of the latter year he located in Chicago, where he entered the field of insurance journalism.
- Scott, Edward W., former president of the Provident Savings Life, former vice-president of the Equitable Life, died at Asbury Park, N. J., from apoplexy, August 2, aged 62 years. He was born at Lockport, N. Y., October 7, 1845, and entered the life insurance business in 1870. He became connected with the Equitable Life Assurance Society as its superintendent of agencies in 1872, and was elected a vice-president of the company in 1884, holding that position until February, 1896, when he resigned. In December of that year he was elected president of Provident Savings, which position he occupied until 1906. Mr. Scott enjoyed a wide acquaintance and was a member of numerous clubs and connected with several other business corporations, and was decorated by one of the foreign governments for his work in introducing life insurance into the Spanish-American countries.
- Selkirk, Archibald W., special agent of the Aetna of Hartford at Albany, N. Y., died there December 12, aged 60 years.
- Shaler, Fred J., life insurance special agent, died at Pittsburgh, Pa., March 16, aged 49 years.
- Shipley, Samuel R., former president of the Provident Life and Trust of Philadelphia, died there April 22, aged 80 years. Mr. Shipley was born in Philadelphia, January 8, 1828, and was educated at a Friends' academy at Chester county, Pennsylvania, and at an early age became partner of a large importing house in Philadelphia. He retired from mercantile pursuits in 1863. He was one of the founders of the insurance company, and was elected its first president,—a position he occupied until 1906 when he resigned. He was also connected with various financial and charitable institutions of his native city.
- Smith, John, general manager of the Sun Fire Office of London, died at London January 1, aged 52 years.
- Smith, Sam O., agent at Dallas, Tex., died there from heart disease, February 7.
- Snow, Lewis E., of Delafield & Snow, agents at St. Louis, Mo., died there from intestinal disease July 26, aged 65 years.
- Sorrier, Brooks, agent at Statesboro, Ga., died there by automobile accident November 9, aged 30 years.
- Spencer, George W., Pacific Coast general agent of the Aetna of Hartford, died at San Francisco, April 2. Mr. Spencer was born at Philadelphia,

- September 17, 1843, but passed his boyhood and received his education at New London, Conn. In 1859 he returned to Philadelphia, and was engaged in the stove and hollowware manufacturing business until 1862, when he entered the army and served until the close of the war with the Fifteenth Pennsylvania Cavalry. Until 1868 he engaged in the dry goods business in Philadelphia and in the provision business in New York, when he went to California and entered the office of the Aetna Insurance Company at San Francisco. He remained with the Aetna until 1880, and then accepted the management of the insurance department of Balfour, Guthrie & Co., representing the London and Lancashire, and later other companies, and in 1896 was appointed general agent of the Aetna.
- Staudke, Hugo, agent at Canton, Ohio, died there from inflammatory rheumatism May 17, aged 36 years.
- Stanton, Charles A., fire insurance broker of New York, died at Brooklyn February 17.
- Statler, W. E., president of the Bankers' Accident of Des Moines, Ia., died from pneumonia January 26.
- Stevens, Benjamin F., president of the New England Mutual Life, died at Boston, Mass., April 11, aged 84 years. Mr. Stevens was born in Boston, March 6, 1824. He received a mercantile education in his native city, and afterward was for a period of three years an officer in the United States navy. In 1847 he was offered the position of secretary in the New England Mutual, which he accepted, and all the years of his life since were devoted to that company. He was elected vice-president in 1864, and president in 1865. Mr. Stevens was an enthusiastic and devoted student of Bostonian and New England history, an accomplished antiquary, and had written and published a number of valuable historical monographs.
- Stolp, G. M., life insurance manager at San Francisco, died there from paralysis July 1.
- Sweeny, William N., special agent for the Glens Falls, died at Boston by suicide October 18.
- Tallmadge, Harold H., agent at Columbus, Ohio, died there from pneumonia March 12, aged 24 years.
- Thomas, John V., assistant resident secretary in Chicago of the Liverpool and London and Globe, died at Dixon, Ill., from clot on the brain October 5, aged 65 years.
- Thomas, Lewis B., agent at Bloomington, Ill., died January 14.
- Towle, Olin C., agent at Westfield, Mass., died there from heart disease September 16, aged 61 years.
- Urner, Nathan C., former president of the National Fire of Cincinnati, died there April 18.
- Vail, D. F., special agent of the Hartford Fire, died January 12.
- Van Rensselaer, John King, former president of the Sterling Fire of New York, died there October 16, aged 61 years.
- Warren, Thomas A., manager of the *Insurance World*, died by suicide December 30, aged about 44 years.
- Wells, Daniel W., State agent of the Fire Association of Philadelphia for Michigan, died at Chicago from dropsy March 16.
- White, Peter, agent at Detroit, Mich., died there June 6.
- Whiting, Charles B., former secretary of the Hartford Fire, and former president of the Orient of Hartford, died at Hartford from pneumonia April 11, aged 79 years. Mr. Whiting was a native of Greenbush, N. Y., where he was born September 3, 1828. He received a common school education, and began his business career in his father's cracker factory. In 1850 he became a clerk in a railroad office, and later went west where he had a varied business experience. He entered the insurance business in New York city in 1865, and a year later entered the employ of the National Board of Fire Underwriters, where he remained until 1870. He then became connected with the Home insurance company, and in 1879 was elected secretary of the Hartford Fire. He was elected president of the Orient insurance company in May, 1886.
- Wicker, William M., fire insurance adjuster at Chicago, died at Pasadena, Fla., November 14, aged 71 years.
- Williams, Mark D., agent at Cleveland, Ohio, died at East Cleveland, Ohio, June 24, aged 72 years.

Williams, William B., of Charles R. Williams & Son, agents at Philadelphia, Pa., died at Haverford, Pa., from rheumatism February 10.
 Williston, William H., agent of the Mutual Life at Colorado Springs, Col., died there from heart disease April 3, aged 49 years.
 Wise, B. T., Illinois State agent of the Phenix of Brooklyn, died at Indianapolis, May 16, aged 73 years.
 Wing, Orrin A., adjuster for the Travelers at Atlanta, Ga., died at Lowell, Mass., from typhoid fever July 10.
 Wise, E. P., Western fire insurance general agent, died at Chicago September 17.
 Wimberly, Alfred T., Kentucky State manager of the Bankers' Life of Des Moines, died at Louisville, Ky., by suicide August 18.
 Wood, D. Smith, former New Jersey general agent of the Liverpool and London and Globe, died at Newark, N. J., from paralysis November 27, aged 65 years.
 Woods, R. P., agency manager of the Manhattan Life at Cincinnati, died January 27.
 Wrenn, George L., Chicago general agent of the State Mutual Life of Worcester, died at York Harbor, Me., October 10, aged 72 years.

DE BOER, JOSEPH AREND, president of the National Life Insurance Company, Montpelier, Vt., was born in Warffum, Province of Groningen, Holland, June 17, 1861. He was brought to this country at an early age, was educated in the public and high schools at Albany, N. Y., and at Dartmouth College, from which he graduated in 1884. Mr. De Boer's first vocation was that of teacher. He was master in the Holderness School for Boys at Plymouth, N. H., 1884-5, and principal of the Montpelier Union and Washington county grammar schools 1885-9. In the latter year, on August 1, he accepted the appointment of actuary of the National Life, and was elected a director and secretary of the company in 1897; second vice-president in 1900; first vice-president in 1901, and president in 1902. He was secretary of the Vermont Historical Society, 1892-1908; state senator from Washington county in the legislature of 1900 and representative from the city of Montpelier in the legislature of 1908. He is one of the charter members of the Actuarial Society of America; a trustee of the Permanent School Fund of Vermont and of various educational institutions. Dartmouth College conferred on him the degrees of A.B., in 1884 and A.M., in 1887.

DE CAMP, JAMES M., general agent of the Liverpool and London and Globe Insurance Company for its central department, with headquarters at Cincinnati, was born in that city December 25, 1845. He was educated in its public schools and the Ohio Wesleyan University, from which he was graduated in 1867. The same year he entered the Cincinnati office of the Ætna and in 1869 went to Iowa as its special agent for three years. He was special agent of the Amazon of Cincinnati for New York and New England from 1872 to 1877, and New England special agent of the Liverpool and London and Globe from 1877 to 1879. He was then promoted to his present position. He was president of the Fire Underwriters' Association of the Northwest in 1883. Mr. De Camp was elected president of the Western Union in 1900, and was re-elected in 1901, holding office until the following year.

DECREMENT. The part by which a variable quantity is conceived to be diminished. In the mortality tables in use by life insurance companies there is a column showing the number dying each year out of the number living at the beginning of the year. This column is the decrement. Starting with, say 100,000 persons, living at the age at which the table begins, there is an annual decrement until the last one dies at age 100.

DEED OF SETTLEMENT. In England all insurance companies formed prior to 1862 were organized under a deed of settlement which set forth the contemplated objects of the association. These deeds are analogous to our charters, and the phrase is used in our laws which compel filing a company's charter or deed of settlement.

DELAWARE ASSOCIATION OF LIFE UNDERWRITERS. In April, 1901, the life insurance agents of the state of Delaware organized the Delaware Association of Life Underwriters, and elected Frank Wooley of the Travelers, president, and Philip Burnett, Jr., of the National Life, secretary. At the annual meeting in 1909 officers were elected as follows: President, O. M. Jenks, Metropolitan; vice-president, W. Frederick Mason, Union Central Life; secretary, Charles B. Palmer, National Life; treasurer, Arthur W. Swarts, Mutual Life; executive committee, Philip Burnett, Continental, Frank Shepard, Provident Life, and George J. Wink, Prudential and the officers.

DELAWARE INSURANCE COMPANY, Dover, Del. Organized 1897; capital, \$200,000. Re-insured in the Hartford Fire in 1909 and retired.

DELAWARE INSURANCE COMPANY, THE, was organized in 1835 as a semi-mutual company, and conducted a fire and marine business under its mutual charter for fifty-five years, its surplus earnings being distributed among policy-holders and stock-holders. In 1890 it was organized as a stock company with authorized capital of \$1,000,000. In conversion of outstanding scrip its capital of \$702,875, was established which was reduced to \$400,000, its present capital, occasioned by the San Francisco conflagration. George Serrill was the first president of the company, succeeded in 1844 by William Martin, Jr. In 1862 Thomas C. Hand succeeded Mr. Martin, and in 1890, upon the death of Mr. Hand, Colonel Tattnell Paulding was elected president. Henry Lylburn was elected secretary in 1856, and was made secretary *emeritus* in 1905. Col. Tattnell Paulding died March 5, 1907 and John S. Bioren was appointed president pro tem, in February, 1908, and later was appointed president. Charles H. Yarnall is vice-president and J. Parsons Smith, Jr., vice-president and secretary.

DELAWARE. INSURANCE SUPERVISION IN. 1879-1909. The insurance department of this state was established by act of the legislation March 24, 1879. The insurance commissioner is

elected by the people and commissioned by the Governor for a term of four years. The commissioners have been:

Henry C. Douglas, . . .	1884-1885	Peter K. Meredith, . . .	1893-1897
John R. McFee, . . .	1879-1884	Edward Fowler, . . .	1897-1901
Nathan Pratt, . . .	1885-1889	George W. Marshall, . .	1901-1909
Isaac N. Fooks, . . .	1889-1893		

Charles H. Maull is the present commissioner and assumed office January 5, 1909.

DE LEON, EDWIN WARREN, president and a director of the Casualty Company of America, New York, is a native of South Carolina and was born in Charleston, August 6, 1868. He received a private school and college education, graduating from Randolph-Macon College, Virginia in the class of 1886 with degree of A.B. and graduated from Columbia College Law School New York in 1889 with degree of LL.B. He was admitted to the bar in that year and practised law until 1892, when he entered the casualty insurance field, being appointed assistant manager for New York State in the liability department of the Travelers Insurance Company. A year later he became manager of the company's liability department for New York and New Jersey, and continued in this position until 1898, when he resigned to accept the management of the Maryland Casualty Company for the states of New York, New Jersey and Connecticut. In 1903 he resigned this position to assist in the organization of the Casualty Company of America, the formation of which was conceived by him, and which began business October 1, 1903. He was first vice-president and general manager of the company to April, 1909, when he was elected president of the company. He is a member of the executive committee of the International Association of Accident Underwriters; chairman of the editorial Board of the International Insurance Encyclopedia; author of the Law of Liability, 1899; editor of the Casualty Insurance Section of the Insurance Year Book; editor of the Manual of Liability Insurance; author of Casualty Insurance, in the Encyclopedia Americana; editor of Liability Insurance, in the Cyclopedia of Law and Procedure, and member of the National Child Labor Committee regulating the employment of children in factories and mercantile establishments.

DEMING, WILLIAM HENRY, secretary of the Connecticut Mutual Life Insurance Company of Hartford, is a native of that city, in which he was born September 22, 1857. He has been in the service of the company ever since he left the Hartford High School, was appointed assistant secretary in 1897, and elected secretary, March 23, 1906.

DEPOSITS, SPECIAL, REQUIRED BY STATES. The following is a statement of the special deposits required by certain states from insurance companies of other states or countries doing business therein:

Arizona—Every company must give bond of \$15,000, but may make deposit of like amount in territorial bonds.

Arkansas—All fire, life, and casualty companies must give bond of \$20,000; guarantee and surety companies bond of \$50,000, or deposit of like amount in cash. United States, or Arkansas Loughborough bonds.

Delaware—By surety and guarantee companies, \$10,000.

Georgia—By fire companies, \$10,000; Georgia life, \$100,000; assessment life, \$20,000; surety companies, \$25,000, before being accepted on bonds of municipal officers.

Idaho—By fidelity and surety companies, \$25,000.

Louisiana—Guaranty, fidelity, surety, and bond companies, \$50,000.

Missouri—By domestic life companies, \$100,000 in notes or bonds; industrial companies, \$10,000.

New Mexico—By fire insurance companies, \$10,000, in United States money, or in territorial or county bonds, or real estate in the territory of that value must be owned.

New York—By fire and marine companies of other countries, \$200,000; life and casualty companies, \$200,000; by domestic life companies, \$100,000; by domestic casualty and guarantee credit companies to an amount not less than \$100,000 nor more than \$250,000. Domestic fire companies and all insurance companies of other states are not required to make deposits except in the case of the latter under retaliatory laws.

Oklahoma—By surety companies, \$50,000.

South Carolina—By surety companies bonding state and county officers, \$25,000.

South Dakota—Domestic fire, 80 per cent. of capital; domestic life, \$100,000; all surety, burglary, and liability companies, \$20,000.

Texas—Fidelity companies, \$50,000. Life companies securities equal to 75 per cent. of the reserve on policies written on the lives of citizens of the state.

Virginia—By all companies (except those doing a marine business exclusively in the state) 5 per cent. of their capital in bonds of Virginia or the United States, or the cities or counties of Virginia, such deposits to be not less than \$10,000, nor more than \$50,000, and no single bond to be over \$10,000.

West Virginia—By foreign and other state surety companies 20 per cent. of their capital stock (capital stock must be \$150,000, same as for domestic companies), except that the deposit need not exceed \$75,000 in any one case.

Wisconsin—By casualty and surety companies \$50,000 for each additional class of business, if the company desires to transact more than one of the different kinds of business coming under the head of guarantee, casualty, or surety business.

Surety companies are required by several states, particularly Alabama, New Jersey, and Utah, and some cities to make special deposits, not enumerated above.

Many states require deposits by other state companies if they have not made deposits in their home states, and by companies of other countries, if they have not made deposits in some other state of the United States. Most of the states make the provisions of the reciprocal law apply to deposits. Some states require domestic life companies to deposit an amount equal to the legal reserve on policies.

In states having reciprocal or retaliatory laws the fire insurance companies of Georgia, Oregon, and Virginia, the life and other insurance companies of Virginia, and the surety companies of South Carolina, if any, are required to make the same deposits as the last-named states exact of like companies of the first-named states.

In 1895 North Carolina adopted a law providing that if any company deposited \$20,000 with the secretary of state in cash or state bonds it should be deemed *ipso facto*, "safe, solvent, and reliable."

DE ROODE, HOLGER, western fire underwriter, is descended from a noble Dutch family, and was born at Rotterdam, Holland, October 22, 1853. He came to this country at an early age and received his education principally at St. Francis Xavier's College in Cincinnati, Ohio. Mr. de Roode went into a fire insurance office in Cincinnati when less than sixteen years old, and has been continuously in the fire insurance business over thirty years, and in the local business in Chicago over twenty-five years. Meanwhile, he was general manager at Chicago for the Clinton Fire of New York, the Southern California and Providence-Washington insurance companies. He was the pioneer in the co-insurance movement and chairman of the first committee on the subject of the Western Union. Mr. de Roode is a prominent member of the Chicago Society for Ethical Culture and a Trustee of the Holland Society of Chicago, and has been a frequent contributor to the insurance press and the proceedings of the Fire Underwriters' Association of the Northwest and the National Association of Local Fire Insurance Agents. He is now the head of the firm of H. de Roode & Company, conducting a general insurance and investment agency in Chicago, representing principally the Hanover, Firemen's (Newark), Hudson Underwriters, Lumber and Adirondack (New York) Fire Insurance Companies, and being general agent of the Hudson Underwriters. In 1902 Mr. de Roode published and copyrighted a pamphlet entitled "Some Facts for Investors in Fire Insurance Shares," which has been accepted as an authority in insurance and financial circles.

DES MOINES FIRE INSURANCE COMPANY, Des Moines, Ia. Organized 1881; paid-up capital, \$100,000. George G. Hunter, president; C. S. Hunter, secretary.

DES MOINES LIFE INSURANCE COMPANY, Des Moines, Ia. Organized 1885; reincorporated 1900; capital, \$100,000. C. E. Rawson, president; Wilmot A. Harbach, secretary.

DETROIT CONFERENCE. An organization of accident and sick benefit associations was organized in July, 1902, with D. E. Thomas of the National Protective Society president, and V. D. Cliff of the United States Health and Accident Insurance Company secretary. The objects of the conference are the promotion of friendly feeling and welfare of the business through association, and any company transacting accident and sickness insurance is eligible to membership, although provision is made for membership of companies transacting only an accident business. Meetings are held in February, May, August, and November, when different phases of the business are discussed. The present officers elected at the annual meeting held at Niagara Falls, N. Y., in August, 1908, are: President, Louis H. Fibel, Great Eastern Casualty; vice-president, L. O. Chatfield, Phoenix Preferred; second vice-president, R. R. Koch, American Assurance; secretary, W. H. Howland, Fidelity Accident and Protective Society, Saginaw, Mich.; treasurer, D. E. Stevens, Commonwealth Casualty; executive committee:

J. B. Pitcher, chairman; H. G. B. Alexander, V. D. Cliff, W. H. Jones, C. H. Boyer, A. E. Forrest, D. E. Thomas.

DETROIT FIRE AND MARINE INSURANCE COMPANY of Detroit, Mich. Organized 1866; capital, \$500,000. E. H. Butler, president; A. H. McDonell, secretary.

DETROIT FIRE UNDERWRITERS' CLUB. This Michigan organization was formed in 1891 for social as well as business purposes. At its annual meeting in January, 1909, the following officers were elected: President, George J. Gnau; vice-president, Henry N. Brevoort; secretary, Alfred Bunclark; treasurer, Chas. L. Raymond; executive committee: Arthur J. Stock, S. S. Glass and Cullen Brown.

DETROIT LIFE UNDERWRITERS' ASSOCIATION was organized in 1886 as the Michigan Life Underwriters' Association, and re-organized as above in 1906. The following are the officers elected at the annual meeting in February, 1909: President, O. S. Boda, Metropolitan Life; vice-presidents, D. A. Johnston, Union Central; Geo. L. Bahl, Penn Mutual; secretary, Thos. P. Diamond, State Mutual; executive committee: Nathaniel. Reese, Provident Life & Trust, chairman; C. A. Strenger, Wm. Van Sickle, H. W. Spence, M. W. Marshall.

DEWITT, CARROLL L., general agent at Chicago of the Newark Fire Insurance Company, was born at Findlay, Ohio, July 2, 1863. He was educated at Indianapolis and began his insurance career there in 1880. After serving for ten years in a local agency he went with the North British in 1890 and was appointed special agent of the Glens Falls in 1891. He served that company until 1904, when he was appointed to his present position as western general agent of the Newark Fire at Chicago. He is an active member of several underwriting associations, and was elected president of the Fire Underwriters' Association of the Northwest at the annual meeting in 1907.

DICKSON, ROBERT, fire underwriter, was born in Scotland in 1845 and came to this country twenty-one years thereafter, entering the service of the commercial house of Cross & Company, where he remained until 1877, when he was appointed, in association with the late Sir William Lane Booker, manager for the Imperial, London, Northern, and Queen Insurance Companies, to which was added a few years later the Connecticut Fire of Hartford. Sir William retired in 1882, leaving to Mr. Dickson the sole management of the companies. In 1891 he was made United States manager for the Royal Exchange Assurance Corporation, and in 1898 he severed his connection with his other companies and removed to New York. After six years representation there, he resigned the management of the Royal Exchange and was elected president of the Armenia Insurance Company of Pittsburg, followed shortly there-

after by his election as president of the Southern Insurance Company of New Orleans. In 1906, on the consolidation of the Armenia with the Conestoga Insurance Company, under the name of the Guardian Fire, Mr. Dickson was elected president of the consolidated company, and remained as such until the retirement of the company. He is a member of the insurance firm of Dickson & Tweedale, New York.

DISTRICT OF COLUMBIA, INSURANCE SUPERVISION
IN. Supervision of insurance in the District of Columbia vested formerly in the office of the district assessor, but in 1901 Congress amended the insurance laws of the district, and by sub-chapter 5 of the District Code created a distinct insurance department. Thomas E. Drake, formerly deputy superintendent of the Ohio department, was appointed commissioner and took office January 1, 1902. The department is under the direction of the commissioners of the district, who are authorized to appoint a superintendent of insurance.

DIXIE FIRE INSURANCE COMPANY, Greensboro, N. C. Organized 1906; capital, \$500,000. James B. Blades, president; H. R. Bush, vice-president; I. W. Rockey, secretary.

DOBBS, CHARLES, insurance journalist, was born in Lexington, Ky., January 1, 1871, and his ancestors were among the early English settlers in Virginia. He is a graduate of Bethel College, Russellville, Ky., class of 1889, since when he has been engaged in newspaper work, and June 1893 to 1903 was an editorial writer, city editor, and dramatic critic on Louisville papers. For the two following years he was connected with the editorial departments of the *New York Times* and *World*, and in January, 1905, accepted his present position of associate editor of the *Insurance Field*, and is also editor of the *Life Insurance Educator*. He is a member of the Tavern Club and secretary of the Cherokee Golf Club, both of Louisville, and is also Kentucky member of the national committee of the Socialist party.

DOBBINS, EDWARD L., vice-president of the Mutual Benefit Life Insurance Company of Newark, was born at Mount Holly, N. J., July 29, 1838. He was reared on a farm, but received his elementary education at the Pennington Seminary in New Jersey and studied law at the Albany (N. Y.) Law School. He went to the war in 1862 with the Army of the Potomac, and on his return home was admitted to the Newark bar, and practiced his profession until 1871. In that year he accepted the appointment of assistant secretary of the Mutual Benefit. In 1880 he was appointed its secretary, and in 1889 its secretary and treasurer, and elected vice-president in 1905. He is a member of its board of directors. Mr. Dobbins was for a number of years president of the Newark Board of Education.

DODD, AMZI, ex-president of the Mutual Benefit Life Insurance Company, was born at Bloomfield, N. J., March 2, 1823. He

was graduated at Princeton College in 1841, and admitted to the Newark bar in 1848. He practiced law with Frederick T. Frelinghuysen and alone until 1871, when he was appointed vice-chancellor of New Jersey. He resigned that office in 1875, was reappointed in 1881, and at the close of the year again resigned to become president of the Mutual Benefit. In 1902, after a service of twenty years, Mr. Dodd retired from the presidency, but continued in the directorate. He has been for many years one of the riparian commissioners of New Jersey, has been in the state legislature, a justice of the Court of Errors and Appeals, etc. He brought to the service of the Mutual Benefit a special knowledge of the mathematics of the business, having been the mathematician of the company since 1863, and having given a great deal of study to life insurance matters both here and in England. He received the degree of LL.D. from Princeton College in 1874.

DOLPH, JOHN, ex-president of the National Association of Life Underwriters, was born in Ontario, Canada, August 13, 1859. His early life was spent on a farm, and he received a public and high school education, and subsequently taught school for a number of years. He was superintendent of the Clifton district for the Metropolitan Life Insurance Company at Cincinnati until 1908 when he was appointed superintendent of the Baltimore, Md., district. He was elected president of the National Association of Life Underwriters at its Indianapolis meeting in 1904.

DORNIN, GEORGE W., manager for the Springfield Fire and Marine Insurance Company for the Pacific coast, is the son of the late George D. Dornin, and was born in Grass Valley, Nevada county, Cal., in December, 1854. After a term in the University of California he entered the mechanical department of the Central Pacific Railroad. Three years later he joined the office force of the Fireman's Fund, the elder Dornin then being its secretary. He accompanied his father into the service of the Lion Fire in 1881 as chief clerk, and on the dissolution of the alliance between the National, Lion, and Imperial he was appointed assistant manager for the National Fire, but resigned in 1906. Was appointed manager of the Pacific Department of the Springfield in August, 1907, to fill the vacancy created by the death of the father the previous month. He was elected president of the Fire Underwriters' Association of the Pacific for 1901, and councilman-at-large for the city of Oakland, Cal., for 1901-1902; was re-elected to the latter office for the years 1903-1904, serving as president of that body for two years.

DORNIN, JOHN C., assistant manager for the Pacific department of the Springfield Fire and Marine Insurance Company of Springfield, was born in North San Juan, Nevada county, Cal., July 10, 1865. He graduated from the College of Mines, University of California, in 1889, and spent two seasons with the United States Geodetic Survey on the coast of Alaska (before the Klondyke excitement), subsequently located in the new town of Everett,

on Puget Sound, as local insurance agent, then as special agent covering Washington and Montana.

DOWNING, JEROME F., manager of the western department of the Insurance Company of North America, and of the Philadelphia Underwriters, with headquarters at Erie, Pa., was born at Enfield, Mass., March 24, 1827. He was reared on a farm, and reaching manhood entered journalism in his native state, and subsequently was editor-in-chief of the Troy (N. Y.) *Daily Post*. Having decided to abandon journalism for the law, he became principal of the high school in Carlisle, Pa., studying law while occupying that position, and was admitted to the bar of that place in 1855, removing the same year to Erie. Here he acquired a lucrative practice and was district attorney of the county. In 1864 he was offered the western management of the North America, which, being disinclined to give up his profession, he accepted with hesitation, and with the stipulation that the headquarters of the company should be at Erie. The management of the Pennsylvania Fire was added in 1872. The connection of these two companies in the west under the direction of Mr. Downing continued until January 1, 1895, when the Pennsylvania Fire withdrew and established an independent western department, and the Philadelphia Underwriters, composed of the Insurance Company of North America and the Fire Association of Philadelphia, "the strongest combine of the kind in the world," took the place of the Pennsylvania Fire. Mr. Downing is classed with the greater of the western underwriters, and has achieved marked success in his field of effort.

DOX, CHARLES EDWARD, manager of the western department of the Orient Insurance Company, and of the London and Lancashire Fire Insurance Company of Liverpool, England, was born of German parentage at Terre Haute, Ind., December 11, 1861. He was educated in the common schools and high school of that city, and, after having engaged in the wholesale and retail book business, he began his insurance career with the Continental Insurance Company in the south; was next employed by the Phenix of Brooklyn, and later was special agent in the south for the Norwich Union. On the transfer of the control of the Orient of Hartford to the London and Lancashire he was elected secretary of the Orient, and soon after was appointed to his present position.

DRAKE, THOMAS E., superintendent of insurance of the District of Columbia, was born near Waldo, O., July 22, 1852. He received his education in the public schools, a private school for boys at Delaware, O., and the Smithville Institute. For a time he taught school and was a clerk in the office of the Union Mutual Life Insurance Company at Cincinnati, Ohio. In 1877 he became sole manager and financial agent of the Charter Oak Life Insurance Company of Hartford, Conn., for Ohio, Indiana, Kentucky, and West Virginia. He resigned this position in 1883 to become president of the Martell Manufacturing Company of Chicago, Ill., con-

tinuing at the head of that concern for ten years, when he re-entered the life insurance business, becoming connected with the agency department of the Provident Savings, with headquarters at Chicago. Later he became associate manager for the Aetna Life for Minnesota, North and South Dakota, and Iowa, and for a time was manager for northern Ohio for the New England Mutual Life. He was superintendent of agencies of the John Hancock Mutual Life for Ohio and West Virginia, and for several years was general field agent for the same company, with headquarters at Boston. He resigned the latter position to become deputy superintendent of insurance of Ohio in June, 1900. When the new department of insurance in the District of Columbia was created in 1901 the district commissioners sought out Mr. Drake and appointed him to the office.

DREW, ALFRED ADAMS, superintendent of agencies of the Mutual Benefit Life Insurance Company of Newark, was born in St. Louis, Mo., September 10, 1866. He received a public school education, and began his business career in the general passenger office of the Pennsylvania Railroad in St. Louis at the age of fifteen. He remained in railroad service for fourteen years, filling many positions, and finally resigning as chief clerk in the general passenger department of the Texas and Pacific Railroad to enter the life insurance business; engaging in field work for the Fidelity Mutual Life and after three years becoming general agent of the company in St. Louis. He was elected assistant secretary of the Life Insurance Clearing Company, but resigned the position and engaged with the Mutual Benefit Life as a solicitor in St. Louis. Later he was appointed general agent of the Prudential at Dayton, O., from whence he was soon after transferred by the company to the home office to assume the duties of Assistant Manager of the ordinary department, a position he filled for three years and a half. On January 1, 1903, he entered the service of the Mutual Benefit as editor of *The Pelican*, the company's paper, and was appointed to his present position in 1907.

DREW, CYRUS K., insurance journalist, was born at Evansville, Ind., January 28, 1870. He entered the insurance business in his father's local agency at the age of 14. In 1886 he was appointed clerk in the office of the New Orleans compact, managed by J. B. Bennett. He served in this office six years, afterwards taking a thorough course in general agency work and in life insurance soliciting. In 1897 Colonel Young E. Allison prevailed on Mr. Drew to enter insurance journalism, and for the succeeding five years he served as managing editor of the *Insurance Herald* and the *Insurance Field*. In January, 1902, Mr. Drew bought an interest in the *Insurance Report* of Denver, of which he is now editor and manager.

DREWRY, LUCIUS DEMARIUS, was born at Griffin, Spalding county, Ga., May 9, 1861. His father was a Virginian, and on

his mother's side he is descended from General Israel Putnam of the Revolution. He was educated at the high school at Griffin, and at the age of seventeen entered the fire insurance office of his uncle, Israel Putnam, at Atlanta. He was solicitor in Georgia four years for the Northwestern Mutual Life, leaving that company October 1, 1887, to enter the service of the Mutual Benefit Life. In March, 1896, he was called to the home office of the company at Newark, to look after the company's agency business, at the same time retaining the Tennessee, Alabama, and Mississippi general agency. In January, 1897, he was appointed superintendent of agencies, an office created for the purpose of relieving Vice-President Pearson of a part of the duties of his department. For several years Mr. Drewry was a member of the executive committee of the National Association of Life Underwriters, and at the annual meeting of 1895 was elected secretary of the association, holding the position until the next year, when he declined a re-election. Preferring agency work, he resigned the superintendency of agencies on September 1, 1897, and was made state agent for Ohio, with offices in Cincinnati, this in addition to the agency for Tennessee, Alabama, and Mississippi, which he had retained while at the home office of his company.

DRIGGS, MARSHALL S., president of the Williamsburgh City Fire Insurance Company of Brooklyn, N. Y., was born in the city of New York, January 9, 1834. He was educated at Redding Institute, Connecticut, and entered the service of the Williamsburgh City as policy clerk on March 22, 1853. He resigned the assistant secretaryship in 1857 to begin the business of warehouseman on his own account. He was elected a director of the insurance company in 1868 and chairman of the finance committee in 1883, and succeeded his father on his death, in August, 1889, as president. Mr. Driggs was vice-president of the New York Board of Fire Underwriters in 1900 and 1901, and was elected president of that body in 1902 and re-elected in 1903. He is a member of the Automobile Club of America, the New England Society, and the Chamber of Commerce of New York, a director in the First National Bank of Brooklyn, N. Y., a director of the National Surety Company, the Williamsburgh Trust Company, the Empire State Surety Company, of New York, and the Casualty Company of America.

DRYDEN, FORREST FAIRCHILD, second vice-president and director of the Prudential Insurance Company, was born in Ohio, December 26, 1864. He received his education at Phillips Academy, Andover, Mass., and began his business career with the Prudential. He was elected to his present position in January, 1906. He is a director of the South Jersey Gas, Electric and Traction Company, and a director of the Fidelity Trust Company, and a director of the Union National Bank.

DRYDEN, JOHN F., president of the Prudential Insurance Company of America, and former United States senator from the

state of New Jersey, is justly entitled to rank as the father of industrial insurance in America. Born near Farmington, Me., August 7, 1839, he removed with his parents to Massachusetts when he was in his seventh year. With the intention of following the legal profession he entered Yale College, but before fully completing his course his health broke down and he was obliged to leave the university. He was later restored to the full privileges of his class, however, and is entered on the college records as a regularly graduated student. This is an honor which is rarely bestowed by Yale. During the period in which he was compelled to rest he became interested in the subject of life insurance, and read with avidity everything he could find relating to it. From the field of theory he entered the field of practice, and became regularly engaged in the life insurance business. About the year 1865 his attention was attracted by a report made by Elizur Wright to the Massachusetts legislature referring to industrial insurance as it was then operated in England. Mr. Wright doubted if such a plan could be successfully applied and operated in this country. Mr. Dryden thought the matter out and became convinced to the contrary. He made an exhaustive study of the whole subject, "devoured," as he said himself, every scrap of literature that he could obtain relating to it. Next he prepared a table of rates and matured a plan which he believed could be applied and successfully operated in America. He went to Newark, N. J., in 1873, and there, with the assistance of citizens of that place, organized a friendly society modeled on the English plan, meanwhile having obtained from the New Jersey legislature an act authorizing the formation of a company such as he had in view. The friendly society was merely experimental. It did no business to speak of, but it served to thoroughly convince Mr. Dryden and his friends of the complete feasibility of his plan. On October 13, 1875, the Prudential was organized. Its history and success are familiar to everyone. Mr. Dryden is one of the leading financiers of the country, and has large interests in many prominent financial institutions. On January 29, 1902, the legislature of New Jersey conferred upon him the honor of representing that state in the United States Senate to succeed Senator William J. Sewell, deceased.

DUBUQUE FIRE AND MARINE INSURANCE COMPANY, Dubuque, Ia. Organized 1883; capital, \$200,000. John Ellwanger, president; N. J. Schrup, secretary.

DUDLEY, WALTER W., fire underwriter was born at Guilford, Conn., and removed to Wisconsin at an early age. He was engaged in the fire insurance business as local agent at La Crosse in 1867, and afterward served successively as special agent for the St. Paul Fire and Marine and the German-American. Mr. Dudley remained with the latter company eight years, when he went to Dakota and conducted a banking business. Returning to Chicago after a three years' absence he was made the assistant manager of the western department of the North British and Mercantile; was

afterward manager, and in 1890 was appointed United States manager of the Manchester. He resigned in March, 1897, and accepted the position of secretary of the governing committee of the Western Union. He was elected president of the National Fire Protection Association at its annual meeting in 1907.

DUGAN, A. G., associate general agent of the western department for the Hartford Fire Insurance Company, was born in Louisville, March 14, 1861. He received a public school education, spending his boyhood days on a farm, and at the age of eighteen entered the fire insurance business with the Queen Insurance Company at Louisville. Later he was appointed special agent in Kentucky and Tennessee for the Springfield Fire and Marine, being later transferred to the Pacific coast, and managed the company's Pacific coast business until the department was discontinued. In 1895 he was appointed special agent for Kentucky, West Virginia, and southern Ohio for the Hartford, a position he retained until appointed to his present position. Mr. Dugan was president of the Kentucky and Tennessee Board in 1889.

DUNHAM, SYLVESTER CLARK, president of the Travelers Insurance Company, was born in 1846 in Mansfield, Conn. He was brought up in Ohio, educated in the public schools and in Mount Union College. He returned to Connecticut in 1865, engaged two years in teaching, afterwards studied law in New Britain with the Hon. Charles E. Mitchell, was meantime clerk of the police court and editor of the *New Britain Record*, was admitted to the Hartford county bar in 1871, a year later entered the law office of Hon. Henry C. Robinson of Hartford, and practiced law until 1883. For two years thereafter he gave his attention to special practice, being engaged much of the time in mining litigation in Utah, Arizona, and California, for eastern clients having interests there. In 1885, at the request of the late President Batterson, he devoted himself to the legal affairs of The Travelers Insurance Company, conducting with counsel in Colorado its important litigation involving title to about 70,000 acres of land and four important irrigation enterprises in that state. Upon the settlement of the Colorado interests, which required all his attention for four years, he continued to act as the company's general counsel at its home office, having supervision of its legal department, including investments, and became intimately acquainted with the company's affairs at home and abroad. He was elected a director of The Travelers in January, 1897; vice-president in January, 1899, and president by unanimous vote of the board October 14, 1901. Mr. Dunham has held several important positions in the city government of Hartford, is vice-president of the National Exchange Bank, a director in the Connecticut Fire Insurance Company, the American Hardware Company, The American Surety Company, and the Metropolitan Bank of New York, and a number of other corporations, treasurer of the Colorado Valley Land Company, and of other Colorado corporations, and

a member of several societies and clubs, including the Union League Club of New York, the New England Society of Mayflower Descendants and the Connecticut Society of the Sons of the American Revolution. He is also president of the Travelers Indemnity Company.

DUNLOP, C. D., vice-president of the Providence-Washington Insurance Company, Providence, R. I., was born in Missouri and entered the insurance business in Denver, Colorado, in 1883. He was appointed manager of the mountain department of the Providence-Washington Insurance Company in 1891, and removed to Chicago as manager of the western department in 1895. He was elected to his present office in 1904.

DUTCHESS FIRE INSURANCE COMPANY, Poughkeepsie, N. Y., Organized 1906; capital, \$200,000. L. H. Vail, president; J. J. Graham, secretary.

DUTTON, WILLIAM J., president of the Fireman's Fund Insurance Company and president of the Home Fire and Marine Insurance Company of San Francisco, was born at Bangor, Me., January 23, 1847. His father was one of the pioneers in California, an incorporator of the Fireman's Fund, and served for some years as its vice-president. Mr. Dutton was taken from the office of the North British and Mercantile in 1867, when the Fireman's Fund established its marine department, and appointed marine clerk. In 1869 he was appointed marine secretary of the company, in 1873 assistant secretary, and in 1880, secretary. In 1890 he was elected vice-president and manager, and, upon the retirement of D. J. Staples in January, 1900, he was elected president of the company. In 1892 Mr. Dutton was elected vice-president, and in 1896 president of the Home Fire and Marine Insurance Company, which position he also still holds. He has been active in the councils of the Board of Fire Underwriters of the Pacific, was chairman of its executive committee for the four years following its organization in 1883, and was one year its president and nine years vice-president during the first ten years of its existence. He is also an expert in marine underwriting, and has been president of the San Francisco Board of Marine Underwriters since 1888, and a member of its adjustment committee from 1875 to 1907 when he resigned its chairmanship.

DUVAL, W. S., was born at Middletown, Conn., in 1847, and was educated in the School of Mines of Columbia College, New York. He went to California in 1868, and was engaged in practical mining many years. In 1885 he became an employe of the Pacific Insurance Union, serving as surveyor in different places within its jurisdiction. In 1890 he was appointed general manager. This position he resigned in August, 1893, to accept the Pacific coast managership of the Continental. On the removal of the Continental Pacific coast branch office to Chicago in 1895, he organized

the Alameda County Board of Fire Underwriters, taking its management, entering the service of the Board of Fire Underwriters of the Pacific as surveyor upon its assuming jurisdiction over the entire coast. In 1897 he was elected manager (now district secretary) of District B. of the Board of Fire Underwriters of the Pacific, comprising middle, northern California, Nevada, and Alaska.

DYER, W. H., general agent of the Berkshire Life Insurance Company at Boston, began his insurance experience in September, 1867, as agent of the Washington Life Insurance Company at Cincinnati, O. He afterward became general traveling agent of the Union Central Life Insurance Company and also superintendent of agents of the Union Mutual Life Insurance Company of Maine. He became connected with the Berkshire in 1877 as superintendent of agencies, which position he held till May 1, 1904, when he assumed in partnership the general agency of the Berkshire at Boston, Mass., under the firm name of Dyer & Foss. This partnership was dissolved January 1, 1909.

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EASTERN FIRE INSURANCE COMPANY of Atlantic City, N. J. Organized 1902; capital, \$200,000. A. H. Phillips, president; J. Haines Lippincott, secretary.

EASTERN UNION [See Fire Underwriters' Union.]

ECONOMIC LIFE INSURANCE COMPANY, Philadelphia, Pa. Organized 1906; capital, \$500,000. This company re-insured in the Postal Life Insurance Company, New York, in 1909.

EATON, HENRY W., resident manager in New York of the Liverpool and London and Globe Insurance Company, is a native of London, England, and entered the service of that company in 1866. He represented it at Bristol, England, in 1876 as resident secretary of the west of England branch, and came to New York in 1878 as assistant manager of the New York branch under Mr. Pulsford. Upon the retirement of that gentleman, in 1887, he became resident manager. Mr. Eaton is an associate member of the Institute of Actuaries of England. In 1897 he was elected president of the National Board of Fire Underwriters of the United States.

EDDY, HENRY CLAY, resident secretary of the western department of the Commercial Union of London and Palatine of London, is a native of Providence, R. I., where he was born May 9, 1848. He received his higher education at the Highland Military Academy at Worcester, Mass. When sixteen years old he entered the office of a local insurance agency at Providence, from which in 1867 he transferred his services to the Home Insurance Company of New York as a clerk. Following this, in 1871, Mr. Eddy became special agent for the German-American and Phenix of New York, and in 1883 he accepted the post at Chicago which he now occupies. Mr. Eddy was president of the Fire Underwriters' Association of the northwest in 1890-91.

EDMONDS, J. FRANK, resident secretary of the northwestern department of the Commercial Union Assurance Company and Palatine Insurance Company, at Denver, Col., was born at Woodstock, Ontario, Canada, June 11, 1855. He was educated in the high school in Rochelle, Ill., and began his business career in mercantile pursuits at Deadwood, South Dakota. He entered the fire insurance business as local agent in 1889, at Deadwood, South

Dakota and was appointed special agent of the Commercial Union Assurance Company in 1892. He was appointed to his present position in March, 1899.

EDWARDS, GEORGE B., vice-president of the Germania Fire Insurance Company of New York, was born in the United States and educated partly in Germany and England. After eight years' business education in a New York, China, and South American importing house, Mr. Edwards entered, in 1874, the employ of the Germania Fire Insurance Company as a clerk, and gradually advanced to the position of special agent in the eastern field. After seventeen years' experience in the field he was promoted, in April, 1892, to the second vice-presidency, and in 1897, to the vice-presidency of the company.

EDWARDS, LEMUEL BLUFORD, Pacific coast manager, is a native of Indiana, where he was born December 17, 1843. He served as a private soldier three years in the civil war, and at the early age of 23 years was sheriff of Boone county, Ind., his term covering two years. Afterwards he went into the insurance business, and was a local fire insurance agent eight years, and a general agent of a life insurance company four years. For thirteen years he was on the road as a special agent, general agent, and superintendent of agencies of fire insurance companies. He was four years Pacific coast manager of the American of Newark, Caledonian of Edinburgh, and the Manchester Fire. He is now associated with Charles Christensen and Benjamin Goodwin in the Pacific coast management of the American Central of St. Louis, St. Paul Fire and Marine of St. Paul, and Mercantile Fire and Marine of Boston. Mr. Edwards was a member of the California legislature in 1881-82.

EGLESTON, THOMAS, general agent of the Hartford Fire Insurance Company at Atlanta, was born at Charleston, S. C., January 14, 1856, educated at private schools at that city, and removed to Atlanta, Ga., in 1872, entering the fire insurance agency office of James H. Low & Co. In 1875-76 he was superintendent of agencies for this firm. He was appointed local agent at Atlanta for the Hartford Fire in 1877, special agent and adjuster in 1883, and general agent for Virginia, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, and Louisiana in 1885. Mr. Egleston is also senior member of the firm of Egleston & Prescott, Atlanta, Ga., managers of the Hartford Fire Insurance Company, and the Citizens Insurance Company of St. Louis for the southern states. From 1884 to 1894 he was a member of the executive committee of the South Eastern Tariff Association. In the latter year he was elected president of the association, and declined a re-election in 1896. Mr. Egleston was elected a member of the Georgia legislature in 1901 and appointed a member of the depot commission for the state of Georgia. Since 1905, Mr. Egleston has been the resident chairman of the Sprinklered Risk Committee of

the South Eastern Tariff Association, and in 1906 he was elected chairman of the Cotton Insurance Association.

ELDRIDGE, GEORGE DYRE, insurance journalist and consulting actuary, was born at Mattapoisett, Mass., August 22, 1848, from a New England colonial ancestry. He had a common school and partial college education, and went into insurance journalism in Cincinnati in 1869 as editor of the *Insurance Chronicle*, which connection he continued until he joined the *Index* in 1873, and removed with it to Boston, where its name was changed to the *Standard*. Mr. Eldridge established in Boston in 1883 the *Guardian*, a monthly journal, later known as *Notes and Comments* and devoted to the interests of life insurance. In 1886 he removed to Washington to take charge of the National Life-Maturity Insurance Company, as secretary and general manager. In May, 1894, he resigned these positions (retaining, however, his place on the board of directors), and connected himself with the Mutual Reserve Fund Life Association, afterwards reorganized as the Mutual Reserve Life Insurance Company, of which he was vice-president and actuary, and is now engaged as an independent consulting actuary. While a resident of Massachusetts, Mr. Eldridge was a member of the Newton city council and of the state legislature. He is the author of the novel "I Will Repay," published in 1902, and "The Mellbaich Case," published in 1905.

ELECTRICITY AND FIRE INSURANCE. [See Underwriters' National Electric Association.]

ELLISON, EUGENE L., vice-president of the Insurance Company of North America, and vice-president of the Alliance Insurance Company of Philadelphia, was born in the state of Delaware and was educated in the public schools and academy at Newark, Del. Previous to his connection with his present company he was clerk in mercantile and banking houses, general agent of the Enterprise Insurance Company of Philadelphia, and assistant manager of the Philadelphia clearing house.

EMPIRE CASUALTY COMPANY, Parkersburg, W. Va. Organized 1905; capital, \$250,000. J. D. Hendrickson, president; Lee J. Fristoe, vice-president and secretary. Home office, Philadelphia.

EMPIRE CITY FIRE INSURANCE COMPANY, New York city. Organized 1850; capital, \$200,000. D. J. Burtis, president; Ernest L. Allen, secretary.

EMPIRE STATE SURETY COMPANY of New York, N. Y., Organized 1901; capital, \$500,000. Wm. M. Tomlins, Jr., president; Geo. L. Smith, secretary.

EMPLOYERS' LIABILITY ASSURANCE CORPORATION, LTD., of London, England. Incorporated October, 1880, with an authorized capital of \$5,000,000, now fully subscribed; paid up,

\$500,000, which in 1892 was increased to \$750,000 and in 1906 to \$1,000,000. Its present total available resources amount to over \$10,000,000. Its charter covers the transaction of all classes of casualty insurance. The corporation was organized immediately following the enactment of the famous employers' liability act in England in 1880, and it is acknowledged to be the pioneer in liability insurance in the world. The officers of the company are: Lord Claud Hamilton, chairman; S. Stanley Brown, general manager; W. E. Gray, secretary. General office of the company, Hamilton House, Victoria Embankment, London, E. C. Branch agencies are maintained in Holland, Sweden, the South African Republic, New South Wales, South Australia, Canada, and in the United States, where business was commenced in July, 1886, and at the present time it has a thoroughly established system of agencies in nearly every state in the Union. The United States branch officials are: Frank G. Webster, John Lowell, and William D. Mandell, trustees; Wm. Allen Butler, Jr., Gen. Francis V. Greene, Wm. D. Baldwin, advisory board; Henry M. Rogers, John B. Thomas, Charles Francis Adams, 2d, and Chas. F. Edgar, executive committee; Samuel Appleton, manager United States branch, Employers' Liability Building, 33 Broad Street, Boston, Mass. A deposit of over \$4,000,000 is at present maintained in various state insurance departments and in the hands of the United States trustees for the benefit and protection of its policy-holders. The annual premium income of the United States branch aggregates \$3,100,000. The prudent management of the corporation has established for it an enviable reputation as being financially provident and conservative, and yet liberal, in all its dealings with the public.

EMPLOYERS' LIABILITY INSURANCE. This class of insurance, which originated in Great Britain, was first written in the United States in 1866 as a regular business by the Employers' Liability Assurance Corporation of London. About 1889 both American and foreign companies authorized to do a casualty business, or organized for the purpose, began to compete for this kind of insurance. In its primary form it is the insurance of employers against liability for injuries happening to their employees when actually engaged in their services; but the business has been extended to cover liability to persons other than employees (technically public liability) and various forms embracing both features have been devised; as, for example, General Liability insurance, Elevator insurance, and Teams insurance. Collective insurance, giving direct indemnity to employees for accidents, whether due to negligence of employees or otherwise, is also issued as one of the liability lines. The largest risks written are manufacturing concerns and contractors. Employers' Liability has largely grown in volume since 1889. At the close of 1902 the premium income had grown to \$11,521,250.

In March, 1896, the most conservative liability managers, being impressed with the fact that liability insurance is perhaps the most

difficult of all forms of casualty underwriting, and the most deceptive and misleading in the results of its earlier years, and realizing also that the individual experience of the several companies was too brief and too narrow to serve as a safe guide in the making of rates, met in conference and agreed to combine their loss experience with a view to the determination of right rates and proper methods. This was the beginning of what is now known as the Liability Conference. The conference, as now existing, is of a purely educational and advisory character. From time to time the associated companies report their loss statistics to the conference actuary, who combines and collates the experience and reports the indicated necessary rates to the conference, who then, as they may elect, adopt them individually as recommended, or with such modifications as the exigencies of the business may seem to demand. On this basis the conference corrected and harmonized the rates in 1896, and again in 1897, 1898, and 1901, and in various classes several times since. Several companies withdrew from the conference in 1904, and the conference is now maintained by a few companies, which consider the work of the bureau too valuable to lose entirely. The following is a statement of employers' liability business transacted in 1908:

Companies.	Premiums Received.	Losses Paid.
Ætna,	\$2,999,912	\$1,695,367
American Casualty,	26,010	3,432
American Fidelity,	248,185	82,314
Casualty Company of America,	971,187	559,488
Empire State Surety,	242,361	120,359
Employers' Indemnity,	313,777	107,741
Employers' Liability,	2,650,699	1,264,163
Fidelity and Casualty,	1,925,272	938,329
Frankfort Marine and Accident,	795,184	476,193
General Accident,	495,118	190,501
London Guarantee and Accident,	1,498,994	775,614
Maryland Casualty,	1,692,499	861,196
New Amsterdam Casualty,	401,417	215,052
Ocean Accident and Guarantee,	1,340,446	696,513
Pacific Coast Casualty,	219,768	104,447
Pennsylvania Casualty,	204,713	119,393
Peoples Surety,	116,687	25,886
Philadelphia Casualty,	327,072	73,173
Standard,	932,680	463,728
Travelers,	4,763,468	2,707,382
Travelers Ind.,	474	10
United States Casualty,	471,618	224,275
Totals,	\$22,637,541	\$11,704,556

ENDOWMENT INSURANCE. Endowment insurance is almost unknown in the United States, except as coupled with life insurance, policies being made payable at a certain time, or at death, if that occurs before the expiration of the endowment period. In the business of companies reporting to the New York department, about one-fourth of the amount insured is combined life and endowment, and three-fourths is classed as "whole-life." In England pure endowments have been written to a considerable extent, and for a long time, mainly as provision for children.

ENGINEERS, FIRE, INTERNATIONAL ASSOCIATION OF. [See International Association of Fire Engineers.]

ENGLISH-AMERICAN UNDERWRITERS, policy issued by the London and Lancashire Insurance Company.

ENGLISH, JOEL L., vice-president of the Ætna Life Insurance Company, is a native of Woodstock, Vt. In 1867 he entered the Hartford office of the Æna Life as clerk, and his entire business life has been passed there. He was appointed secretary in February, 1872, and vice-president in February, 1905.

ENTERPRISE MUTUAL FIRE INSURANCE COMPANY, Providence, R. I. Organized 1874. John R. Freeman, president; Theodore P. Bogert, secretary.

EQUITABLE ACCIDENT COMPANY, Boston, Mass. Organized 1892. Albert C. Smith, president; David T. Montague, secretary. A mutual company.

EQUITABLE FIRE AND MARINE INSURANCE COMPANY, Providence, R. I. Organized 1859; capital, \$400,000. F. W. Arnold, president; Samuel G. Howe, secretary.

EQUITABLE FIRE INSURANCE COMPANY, Charleston, S. C. Organized 1895; capital, \$120,000. David Huguenin, president; William G. Mazyck, secretary and treasurer.

EQUITABLE LIFE ASSURANCE SOCIETY, THE, OF THE UNITED STATES, New York. Organized 1859. Paul Morton, president; William Alexander, secretary.

EQUITABLE LIFE INSURANCE COMPANY OF IOWA, Des Moines, Ia. Organized 1867; capital, \$300,000. Cyrus Kirk, president; J. C. Cummins, secretary.

EQUITABLE LIFE INSURANCE COMPANY OF THE DISTRICT OF COLUMBIA, Washington, D. C. Organized 1885; capital, \$100,000. J. S. Swormstedt, president; Allen C. Clark, secretary.

ERIE ASSOCIATION OF LIFE UNDERWRITERS of Erie, Pa., was organized in June, 1903, and the following officers elected: President, John F. Brown, Penn Mutual; first vice-president, James M. Dickey, Mutual Life; second vice-president, C. D. W. Brown, Northwestern Mutual; secretary and treasurer, George L. Davenport, Security Trust and Life. At the annual meeting held in February, 1908, officers were elected as follows: President, John F. Brown; vice-president, H. C. Miller; second vice-president, C. F. Austin; secretary, James M. Dickey; treasurer, James T. Harris. The above officers hold over.

ESTEE, JAMES B., second vice-president of the National Life Insurance Company of Vermont, was born in Wisconsin in 1856, and was educated in the common schools of Illinois and the State Normal University at Bloomington in that state. He studied law in Milwaukee in 1883. He removed to South Dakota, where, during his residence of several years, he was president of the Citizens Bank of Woonsocket, U. S. commissioner for the Second Judicial District, and a member of the state Republican Central Committee. He entered the service of the Equitable Life in 1882, and was superintendent of agents of the Iowa Life from 1888 to 1891. In the latter year he was appointed general manager for the National Life of Vermont for Wisconsin. He became the company's superintendent of agents in 1898, and was elected second vice-president April 8, 1902. As second vice-president he has charge of all the agency force of the company. He is a Mason, an athlete, and a speaker of great force and fluency.

EUREKA FIRE AND MARINE INSURANCE COMPANY, Cincinnati, Ohio. Organized 1864; capital, \$100,000. F. A. Rothier, president; Adam Benus, secretary.

EUSTIS, TRUMAN W., late general agent of the western department of the Georgia Home Insurance Company, was born at Port Washington, Wis., October 25, 1857. After attending the Chicago grammar and high schools he entered, at the age of sixteen years, the service of the Phenix Insurance Company of Brooklyn, in its western department, and filled successively all the department positions in office and field work, being the assistant general agent for four years. In 1897 he was appointed manager of the western department of the Manchester Assurance Company, and on the taking over of the Manchester by the Atlas was appointed joint manager of the latter, but resigned that position early in 1905. He was appointed manager of the western department of the Georgia Home Insurance Company in 1906. Mr. Eustis died April 5, 1909.

EVANS, HENRY, president of the Continental Insurance Company of New York, was born at Houston, Tex., April 14, 1860. Some time after the close of the war he went to New York, where he was educated, finally leaving Columbia College School of Mines to enter the service of the Continental in March, 1878, as a junior clerk. For several years he worked at most of the desks in the office connected with the agency department. He succeeded the late Mr. Townsend as secretary of the agency department May 10, 1888; was elected second vice-president, retaining the agency department secretaryship in 1889, and vice-president January 14, 1892, and president January 15, 1903, after a service of nearly twenty-five years. Since Mr. Evans has been an officer of the Continental Insurance Company he has done a great deal of field work for it all over the United States. In March 1904, he assumed the chairmanship of the committee of twenty on congested districts of cities of the National Board of Fire Underwriters. In June, 1906, he

formed the Fidelity Fire Insurance Company of which he is president and a director.

EXCESS POLICY. A class of policies written to cover property in excess of other insurance. They do not apply until specific insurance is exhausted. Usually it is stipulated that a certain amount of specific insurance shall be carried, the rates for excess insurance being lower than the specific rate.

EXPECTATION OF LIFE. As employed in connection with insurance, it is the mean number of future years which individuals at any specified age may be expected to live.

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FACKLER, DAVID PARKS, actuary, was born in Virginia April 4, 1841, and is a great-grandson of a Revolutionary officer of that surname. He completed his collegiate career in 1859, taking the gold medal for mathematics, and entered the office of the Mutual Life, where he remained until 1865, when he resigned, to become consulting actuary for a number of companies. He suggested the principle on which the contribution dividend plan was based, and aided Mr. Sheppard Homans in its application. He was one of the organizers of the Actuarial Society of America and its president from 1891 to 1893. Mr. Fackler has written much on insurance subjects, and is a frequent contributor to the periodical press. He has done business solely as an independent actuary with separate office and clerks since 1865, and on several critical occasions has been asked to give opinions for publication. Many actuaries of companies have graduated from his office. He has had several offers of positions in the oldest companies, but has preferred to remain independent. In 1898 he succeeded Mr. Homans as corresponding member of the Institute of Actuaries of London.

FACTORS AND TRADERS INSURANCE COMPANY, Mobile, Ala. Organized 1870; capital, \$150,000. Ferdinand Forchheimer, president; Joseph F. Bullock, secretary.

FACTORS FIRE INSURANCE COMPANY, Memphis, Tenn. Organized 1882; capital, \$100,000. N. Fontaine, president; J. E. Beasley, secretary.

FACTORY INSURANCE ASSOCIATION. This organization in the eastern, middle, and southeastern states is composed of the following companies: Ætna of Hartford, Atlas of London, Commercial Union of London, Fire Association of Philadelphia, Firemen's Fund of San Francisco, German-American of New York, Hanover Fire, Hartford Fire, Home of New York, Liverpool and London and Globe, London and Lancashire, National Fire of Hartford, Niagara of New York, North British and Mercantile, Northern Assurance, Norwich Union, Phenix of Brooklyn, Phenix of London, Phenix of Hartford, Providence-Washington, Royal, Scottish Union and National, Sun of England, and Western of Toronto. George P. Sheldon of the Phenix is president; Henry W. Eaton of the Liverpool and London and Globe vice-president; T. C. Temple of the Phenix of Hartford is treasurer, and J. H. Brewster of the Scottish

Union and National, secretary. The manager is H. L. Phillips. The headquarters of the association are in Hartford. The executive committee is Charles E. Chase (chairman), Hartford; C. G. Smith, New York; George W. Babb, New York; A. G. McIlwaine, Jr., of New York; H. A. Smith, Hartford; E. G. Snow, New York; *ex officio*, the president, vice-president, treasurer, and secretary.

FACTORY INSURANCE ASSOCIATION, WESTERN.
[See Western Factory Insurance Association.]

FAILURES OF FIRE INSURANCE COMPANIES IN 1908.
[See Reinsured and Failed Fire Insurance Companies.]

FALL RIVER MANUFACTURERS' MUTUAL INSURANCE COMPANY. Fall River, Mass. Organized 1870. Thomas E. Brayton, president; Charles S. Waring, secretary.

FARMERS AND MERCHANTS INSURANCE COMPANY. Lincoln, Neb. Organized 1885; capital, \$100,000. George W. Montgomery, president; L. P. Funkhouser, secretary.

FARMERS FIRE INSURANCE COMPANY, York, Pa. Organized 1853. Mutual doing business on the stock plan. William H. Miller, president; E. K. McConkey, secretary.

FARMERS INSURANCE COMPANY, Cedar Rapids, Ia. Organized 1860, capital, \$100,000. J. H. Smith, president; Ed. H. Smith, secretary.

FARNUM, HENRY W., assistant secretary of the Insurance Company of North America, is a native of Philadelphia, and was born of American parentage September 29, 1868. He has been connected with the Insurance Company of North America sometime, and was elected to his present position in 1908.

FAXON, WALTER COLLYER, vice-president of the Ætna Life Insurance Company's accident and liability department, was born at Hartford, Conn., July 18, 1856. He was educated in the district and public high schools of Hartford, and graduated from the latter in 1874. In that year he began his insurance career in the office of the Travelers Insurance Company, where he remained until 1891, when he accepted a position with the Ætna Life. He was elected assistant secretary in 1895, secretary in 1902, and to his present position in 1905. In 1908 he was elected vice-president and a director of the Ætna Accident and Liability Company. He is Governor of the Society of Mayflower Descendants in the state of Connecticut, a member of the Board of Managers of the Sons of the Revolution in the state of Connecticut; also a member of the Order of the Descendants of Colonial Governors and of the Order of the Founders and Patriots of America.

FAYMONVILLE, BERNARD, vice-president of the Fireman's Fund Insurance Company of San Francisco, was born in a suburb of Chicago, Ill., and passed his early years on an Illinois farm. He went into a real estate and insurance office in Chicago in 1874, and in 1877 migrated to California, settling at Fresno, where he secured the local agency of forty-three insurance companies. He was appointed a special agent by the Fireman's Fund in 1881, assistant secretary in 1887, secretary in 1890, second vice-president in 1893, and first vice-president in 1900. Mr. Faymonville is also vice-president of the Board of Fire Underwriters of the Pacific, president of the Fire Underwriters' Inspection Bureau, president of the San Francisco Fire Patrol, and president of the Board of Fire Commissioners for San Francisco.

FEDERAL INSURANCE COMPANY, Jersey City, N. J. Organized 1901; capital, \$1,000,000. Percy Chubb, president; Max Grundner, secretary.

FEDERAL LIFE INSURANCE COMPANY, Chicago, Ill. Organized 1900; capital, \$150,000. Isaac M. Hamilton, president; W. E. Brimstin, secretary.

FEDERAL UNION INSURANCE COMPANY, Chicago, Ill. Organized 1907; capital, \$100,000. V. F. Masher, president; F. H. Osborn, secretary.

FEDERAL UNION SURETY COMPANY, Indianapolis, Ind. Organized 1901; capital, \$300,000. W. T. Durbin, president; Chas. E. Schick, secretary.

FERRIS, HENRY J., assistant secretary of the Home Insurance Company of New York, was born in Stamford, Conn., of American parentage, August 18, 1844. He was educated in a private school in Stamford, and after spending three years in a dry goods jobbing house in New York entered the service of the Home in April, 1863.

FIDELITY AND CASUALTY COMPANY OF NEW YORK, THE. Organized 1876; capital, \$1,000,000. George F. Seward, president; Robert J. Hillas, vice-president, secretary, and treasurer.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, Baltimore, Md. Organized 1890; capital, \$2,000,000. Edwin Warfield, president; H. Nicodemus, secretary.

FIDELITY FIRE INSURANCE COMPANY, Des Moines, Ia. Organized 1893; capital, \$100,000. M. Carr, president; A. A. Clark, secretary.

FIDELITY FIRE INSURANCE COMPANY, of New York. Organized 1906; capital, \$1,000,000. Henry Evans, president; George E. Kline, vice-president; J. E. Lopez and Edward L. Ballard, second vice-presidents and secretaries.

FIDELITY MUTUAL LIFE INSURANCE COMPANY, THE, Philadelphia, Pa. Incorporated under laws of Pennsylvania, 1878. Chartered to do a mutual life business. Founded by L. G. Fouse, president, and W. S. Campbell, secretary and solicitor since company's organization. Insurance in force, \$120,992,663; losses and claims paid, \$18,481,011.57; assets, \$17,064,351.43; liabilities, \$16,060,694.51. Every approved claim was paid by January 1, 1909.

FIELD CLUB OF CALIFORNIA was organized in January, 1909, and its membership is composed of special agents and adjusters in California and Nevada. Its objects are social and to promote the interests of and good practices in fire underwriting. Officers were elected as follows: . President, Amos Sewell; vice-president, F. P. Wilson; secretary, Geo. C. Coddington, San Francisco.

FIELD, GEORGE PRENTICE, of Field & Cowles, Boston managers Royal Insurance Company for New England, was born in Searsmont, Maine, October 17, 1844. His family very shortly after moved to Belfast, Maine, where Mr. Field was educated in the public schools of that city, and after his graduation from the high school he entered his father's insurance agency as a clerk, where he remained until the inauguration of the draft system in the northern states during the Civil War. Upon the first establishment of the provost marshal's department in the Fifth District of Maine, he was appointed second permanent clerk, later chief clerk, and shortly after deputy provost marshal, which position he held until the offices were abolished, after the close of the war and the surrender at Richmond. He was then for a time deputy collector of customs in the Belfast custom house, which position he resigned in 1866 and became assistant secretary of the National Insurance Company of Bangor, Maine. The next year he became connected with the First National Fire Insurance Company of Worcester, Mass., first as general agent, and later as secretary, and was with that company during the Boston fire of 1872; the First National being the only Worcester stock company that survived that disaster. In July, 1873, he was appointed special agent of the Royal Insurance Company, with headquarters in Boston, the managers at that time being Foster & Scull. In that office he became successively general agent, superintendent of agencies, and finally a member of the firm in 1866. Mr. Field was president of the New England Insurance Exchange in 1885, chairman of the Bureau of United Inspection from 1888 to 1893, and president of the Boston Protective Department during the same years. He was president of the Insurance Library Association of Boston from 1900 to 1906. He was again elected a director of the Boston Protective Department in 1900, retiring in 1906, and in 1905 was elected president of the Boston Board of Fire Underwriters, which position he held for three years. He is Chairman of the executive committee of the Underwriters' Bureau of New England, and resident vice-president of the American Surety Company of New York.

FIRE ASSOCIATION OF PHILADELPHIA. Chartered in 1817 and in 1871 organized as a stock company; capital, \$750,000. E. C. Irvin, president; M. G. Garrigues, secretary.

FIRE ENGINEERS, NATIONAL ASSOCIATION OF. [See National Association of Fire Engineers.]

FIRE INSURANCE CLUB OF CHICAGO. The membership of the club includes many of the employees of the general and local fire insurance agencies of the city, and was organized on February 6, 1901. As stated in its constitution, the club's object is "to assist its members in becoming thoroughly conversant with the technique of fire insurance in all its departments, and to further the social intercourse of its members." All male fire insurance employees over eighteen are eligible for membership. The present officers are: President, Thomas Cooper; vice-president, Edward A. Bremner; treasurer, William P. Regan; secretary, Newton L. Sample; librarian, Ed Surentin; directors, A. S. Jacobs, E. S. Thompson, E. W. Case, E. W. Jewell.

FIRE INSURANCE COMPANIES FAILED IN 1908. [See Reinsured and Failed Companies.]

FIRE INSURANCE IN THE COURTS. [See Legal Decisions Affecting Insurance.]

FIRE INSURANCE POLICY. [See Policy, Standard Fire: also other policy forms.]

FIRE INSURANCE RESULTS in 1908. [See Results of Fire Underwriting in 1908.]

FIRE INSURANCE SALVAGE CORPS OF BROOKLYN. N. Y. This organization was authorized by act of the legislature of New York of 1895, to be maintained by a tax upon the premiums of fire insurance companies doing business in Brooklyn. The first meeting of the companies comprising the corporation was held June 28, 1895, and the following officers were elected: George M. Coit, president; Hugo Schumann, vice-president; William T. Lane, treasurer; Britton C. Thorn, secretary. Britton C. Thorn was appointed superintendent, and the corps went into service December 16, 1895. There are three stations. The portion of Brooklyn protected by the three stations is bounded as follows: Beginning at Newtown Creek and East River and extending along the shore front of Newtown Creek to the old city line of Brooklyn (prior to consolidation), thence southeasterly along city line to the Cemetery of the Evergreens, and along the westerly side of the cemetery grounds to Bushwick Avenue, thence southerly along Bushwick Avenue to and along Pennsylvania Avenue to New Lots Road, thence westerly along New Lots Road and Clarkson Street to Nostrand Avenue, thence southerly along Nostrand Avenue to Newkirk Avenue, thence westerly along Newkirk Avenue to Ocean Avenue, thence northerly

along Ocean Avenue to and along Flatbush Avenue to Prospect Park West, thence southerly along Prospect Park West to 9th Street, thence westerly along 9th Street to Gowanus Canal, following the westerly bank of Gowanus Canal to New York Bay, and thence following the shore line to Newtown Creek and East River, the place of beginning, covering both sides of said streets, avenues, and places above named. The present officers and directors are: President, T. A. Ralston; vice-president, John H. Kelly; treasurer, Henry Blatchford; secretary, Andrew J. Corsa; directors, John A. DeGroot, Britton C. Thorn, Edward B. Vanderveer, E. E. Pearce, Alfred Hodges, Gustav Schimmel, George C. Howe, Curtis C. Wayland, John Hatton, Joseph McCord, and the officers.

FIRE INSURANCE SOCIETY OF PHILADELPHIA. The society was organized to aid members in studying questions arising in connection with insurance, and fire protection and prevention. The officers elected at the annual meeting in 1909 are: President, Edgar A. Law; vice-presidents, Miles C. Young, Albert C. Rommel; secretary, Fred W. Neuber; treasurer, Albert A. Pancoast; executive committee: Thos. T. Nelson, Charles R. Jones, J. Burns Allen, Frank G. English, John C. Jocher, Jr., John H. Kenney, Edward Manoeuvre, Louis M. Wagner.

FIREMAN'S FUND INSURANCE COMPANY of San Francisco. Organized May, 1863. Its present officers are: W. J. Dutton, president; Bernard Faymonville, vice-president; J. B. Levison, second vice-president and marine secretary; Louis Weinmann, secretary; Herbert P. Blanchard, assistant secretary; Thos. M. Gardiner, treasurer. Its capital was originally \$200,000, increased in 1865 to \$500,000. In the Chicago and Boston fires the company paid about three-quarters of a million dollars, at which time its capital was temporarily reduced to \$300,000, but increased in 1880 to \$750,000, and again increased in 1886 to \$1,000,000. On January 10, 1907, the paid up capital was increased to \$1,600,000 and in January, 1909 reduced to \$1,500,000. Its assets, January 1, 1909 were \$6,452,211.73, with a reinsurance reserve of \$2,941,901.51, and a net surplus of \$1,209,639.13.

FIRE MARSHAL LAWS. Laws establishing the office of state fire marshal were adopted in Massachusetts and Maryland in 1894, in Ohio in 1900, and in Connecticut and Washington in 1901, and the Massachusetts law was amended in 1902 so as to transfer its administration to the department of district police. Bills to enact laws requiring the official investigation of fires were introduced in the legislature of Vermont in 1894, and in those of Michigan and Pennsylvania in 1895. The Vermont and Michigan bills failed, and that in Pennsylvania became a law. A bill in the California legislature of 1895, empowering the insurance commissioner to investigate the causes of fires, was not passed, but a bill in the Maine legislature of 1895, imposing this duty on municipal officers, became a law. An effort in 1901 to repeal the

law failed. There was an effort made in the Maryland legislature of 1896 to repeal the fire marshal law and impose the duty of investigating fires upon the insurance department, but it did not succeed. The attempt again failed in 1900 and in 1902. The effort to establish a state fire marshal in Vermont was again made in 1896 in the legislature of that state, and was again unsuccessful. Alabama in 1897 provided for the investigation of fires. Bills on this subject were before the legislatures of Iowa, Kansas, Michigan, and Minnesota in 1897, of Michigan, Missouri, and Tennessee in 1899, of Rhode Island in 1900, of Illinois, Indiana, Kansas, Michigan, Minnesota, Missouri, and Texas in 1901, of South Carolina in 1902, and Louisiana, Indiana, Michigan, South Carolina, and Kansas in 1903, but were not passed. North Carolina passed an incendiary fire investigation law in 1899, which was amended in 1901 and 1903, and the Ohio law was amended in 1902. South Carolina, Louisiana, and Mississippi in 1904 provided for the investigation of the causes of fires. Minnesota enacted the fire marshal law in 1905, and bills in the North Dakota, Kansas, Missouri, Wisconsin, and Tennessee legislatures failed of passage. Kentucky enacted a fire marshal law in 1906. Tennessee, South Dakota, and Wisconsin enacted fire marshal laws in 1907, and bills before the legislatures of Florida and Georgia failed of passage. Bills were before the legislatures of Rhode Island and Oklahoma in 1908, but failed of passage. Bills were before the legislatures of Kansas, Oregon, Illinois, Connecticut, West Virginia, Iowa, Indiana, Minnesota and Tennessee in 1909, either to create the office or amend existing laws. In Oregon, Indiana and Iowa the bills failed, while in the other states the bills had not been acted upon finally when this record closed.

The Massachusetts law of 1894 authorized the governor, with the consent of the council, to appoint a state fire marshal for a term of five years, at an annual salary of \$5,000, and, upon the recommendation of the fire marshal, a deputy marshal also. The fire marshal in Boston and the board of fire engineers in every other city and town was required to investigate "the cause, origin, and circumstance of every fire occurring" therein and shall make "special investigation as to whether such fire was the result of carelessness or design." Provision was made for the reports of these investigations to the state fire marshal and for the keeping of an official record thereof, and the marshal and his deputy were invested with all the judicial powers necessary to examine into the charges of arson against individuals, and to turn them over, if presumably guilty, to the proper district attorney for prosecution. The salaries and expenses of the bureau were to be paid out of the moneys received for taxes from the fire insurance companies doing business in the state. The following provision, authorizing the fire marshal or his representatives to enter any building containing combustible or inflammable material, and, if, in his judgment, it was dangerous to the safety of the premises, cause it to be removed at the expense of the owner, was one of the most important of the law:

Section 5. The fire marshal, the fire commissioners of the city of Boston, the board of engineers in all towns and cities where such board is established, and the mayor and aldermen in cities and the selectmen in towns where no board of fire engineers exists, shall have the right at all reasonable hours, for the purpose of examination, to enter in and upon all buildings and premises within their jurisdiction. Whenever any of these officers shall find in any building or upon any premises combustible material or inflammable conditions dangerous to the safety of such buildings or premises, they shall order the same to be removed or remedied, and such order shall be forthwith complied with by the owner or occupant of said building or premises; provided, however, that if the said owner or occupant shall deem himself aggrieved, the mayor and aldermen or selectmen, as aforesaid shall make an immediate investigation as to the presence of combustible material or the existence of inflammable conditions in any building or upon any premises under their jurisdiction upon complaint of any person having an interest in said buildings or premises or property adjacent thereto. Any owner or occupant of buildings or premises failing to comply with the orders of the authorities heretofore indicated shall be punished by a fine of not less than \$10 nor more than \$50 for each day's neglect.

In 1902 an act [Chapter 142, Approved March 4th] was passed abolishing the office of state fire marshal and all offices thereunder, and creating a new department of the district police, with the powers and duties heretofore conferred upon the state fire marshal and his assistants. The department was to be known as the fire marshal's department of the district police, to be under the control of a deputy chief of the district police, to be appointed by the governor for a term of three years at an annual salary of \$2,400. He was to have a chief aid at \$1,500 a year and six additional aids at \$1,000 a year each. The deputy chief shall submit the annual report of his official action to the chief of the district police, who shall transmit the same to the insurance commissioner.

Under the Maryland law the state fire marshal is appointed by the governor and confirmed by the State Senate, holds office for two years at an annual salary of \$2,500, and may appoint a chief clerk at not exceeding \$1,500 per annum. He is directed to make personal investigation into the origin of all fires occurring in the state, has judicial powers, can cause the arrest and examination of any supposed incendiary, and present the evidence to the prosecuting attorney, and must make an annual report to the governor. The Maryland law also has this feature:

It shall be the duty of each fire insurance company or association doing business in this State, within ten days after the adjustment of any loss sustained by it, to report to the fire marshal, upon blanks by him furnished, such information regarding the amount of insurance, the value of the property insured, and the amount of claim as adjusted, as in the judgment of said fire marshal it is necessary for him to know.

The Maine law to provide for the investigation of the causes of fires, and the publication of statistics relating to the same, requires that all fires shall be investigated by the municipal officers of cities and towns, and the result of the investigation reported to the city or town clerk, who shall keep a record thereof and within fifteen days from the first day of July and January of each year transmit to the insurance commissioner a copy of his record. The insurance commissioner is required to furnish the necessary books and

blanks to carry out the provisions of the act, and to classify, tabulate, and publish in his annual report the statistics thus obtained.

The Pennsylvania law of 1895 provided for "the creation of the office of fire marshal in cities of the third class." The councils of such cities may create the office of fire marshal, to be appointed by the mayor with the approval of the select council biennially. The fire marshal is authorized to enter any premises where a fire has occurred and make an investigation, and the mayor can subpoena witnesses to attend and give evidence thereat.

The Ohio law of 1900 as amended in 1902 authorizes the governor to appoint a state fire marshal whose term shall be two years, and he is empowered to appoint an assistant fire marshal and two deputies. The following sections of the original act define the scope of the law:

Sec. 2. The state fire marshal and the chief of the fire department of every city or village in which a fire department is established, and the mayor of every incorporated village or town in which no fire department exists, and the township clerk of every organized township within the limits of any organized village or city, shall investigate the cause, origin, and circumstance of every fire occurring in such city, village, town, or township by which property has been destroyed or damaged, and shall especially make investigation as to whether such fire was the result of carelessness or design. Such investigation shall be begun within two days, not including the Lord's Day, of the occurrence of such fire, and the fire marshal shall have the right to supervise and direct such investigation whenever he deems it expedient or necessary. The officer making such investigation of fires occurring in cities, villages, towns, or townships shall forthwith notify said fire marshal, and shall within one week of the occurrence of the fire, furnish to the said fire marshal a written statement of all the facts relating to the cause and origin of the fire, and such other information as may be called for by the blanks provided by the said fire marshal. The State fire marshal shall keep in his office a record of all fires occurring in the State, together with all facts, statistics, and circumstances, including the origin of the fires, which may be determined by the investigations provided in this act; such record shall at all times be open to the public inspection, and such portions of it as the insurance commissioner may deem necessary shall be transcribed and forwarded to him within fifteen days from the first day of January.

Sec. 3. The said State fire marshal shall, when in his opinion further investigation is necessary, take or cause to be taken the testimony on oath of all persons supposed to be cognizant of any facts or to have means of knowledge in relation to the matter as to which an examination is herein required to be made, and shall cause the same to be reduced to writing; and if he shall be of the opinion that there is evidence sufficient to charge any person with the crime of arson, he shall cause such person to be arrested and charged with such offense, and shall furnish to the proper prosecuting attorney all such evidence, together with the names of witnesses and all the information obtained by him, including a copy of all pertinent and material testimony taken in the case; and shall report to the insurance commissioner, as often as such commissioner shall require, his proceedings and the progress made in all prosecutions for arson, and the results of all cases which are finally disposed of.

The remaining sections of the law provide for the investigation of the causes of fires, giving the fire marshal and his deputies the power of trial justices to summon witnesses and administer oaths. They shall have the authority to enter upon and examine any building where a fire has occurred, and to order the removal of combustible material where found.

For maintaining the cost of the department, every fire insurance company doing business in Ohio shall pay to the superin-

tendent in the month of November annually, in addition to the taxes already required by law, one-half of one per cent. on the gross premium receipts of such companies on all business done in Ohio the year next preceding.

The Connecticut law of 1901 provides for the appointment of a state fire marshal by the governor, with the advice of the Senate, for four years at an annual salary of \$2,500, and said state fire marshal shall appoint a deputy for four years with an annual salary of \$1,500. The duties of the state fire marshal are prescribed by Section 6 of the act, which is as follows:

Section 6. It shall be the duty of said state fire marshal thoroughly to examine or cause examination to be made into the cause, circumstances, and origin of all fires occurring within the state to which his attention has been called in accordance with the provisions of Section 7 of this act, by which property is accidentally or unlawfully burned, destroyed, or damaged, and especially to examine and decide whether the fire was the result of carelessness or the act of an incendiary. He shall, when in his judgment such proceedings are necessary, take or cause to be taken the testimony, under oath, of all persons supposed to be cognizant of any facts or to have means of knowledge in relation to the matters as to which an examination is herein required to be made, and shall cause the same to be reduced to writing, and filed in his office; and if he shall be of opinion that there is sufficient evidence to warrant that any person be charged with the crime of arson, he shall forthwith submit said evidence, together with the names of the witnesses, and all other information obtained by him, to the proper prosecuting officer, to the end that such person may be properly prosecuted. He shall have, in the examination herein provided for, all of the powers of a justice of the peace for the purposes of submitting and compelling the attendance of witnesses before him to testify in relation to any matter which, by the provisions of this act, may be a subject of inquiry and investigation. He may administer oaths or affirmations to persons appearing as witnesses before him; and false swearing in any matter or proceeding aforesaid shall be deemed perjury and shall be punishable as such. He shall have authority, at all times of the day or night, in the performance of his duties, to enter into and upon premises or buildings where any fire has occurred, and other premises or buildings adjacent thereto; and whenever it shall come to his knowledge that there exists in any building or upon any premises combustible material or inflammable conditions dangerous to the safety of said building or premises, he shall order the same to be removed or remedied, and such order shall be forthwith complied with by the owner or occupant of said buildings or premises, and on failure to comply with said order, such owner or occupant shall be punished by a fine of not less than ten dollars nor more than fifty dollars, and in addition thereto shall suffer a penalty of ten dollars a day for each day of neglect, to be recovered in a proper action in the name of the state.

Section 7 of the act provides for the investigation of fires by local fire marshals, and is as follows:

Section 7. The city fire marshal of every city having such an officer, the chief of the fire department of every city, borough, or fire district having a fire department and not having a local fire marshal, and the warden of every borough and the first selectman of every town having no local fire marshal or chief of a fire department, shall be known as local fire marshals, and it shall be their duty, within two days, not including Sunday, of the occurrence of any fire within their respective jurisdictions by which property has been destroyed or damaged, to investigate the cause, origin, and circumstances of such fire, and especially to investigate whether such fire was the result of carelessness or design, and for the purpose of such investigation may enter into and upon the premises where the fire occurred and the premises adjacent thereto, and duly examine the same; and the state fire marshal shall have the right to supervise and direct such investigation whenever he deems it expedient or necessary. The local fire marshal making such investigation shall forthwith notify said state fire marshal and shall, within ten days of the

occurrence of the fire, furnish to said state fire marshal a written statement, subscribed by him, of all the facts relating to the cause and origin of said fire and the kind, value, and ownership of the property destroyed or damaged, and such other or further information as may be called for by the blanks furnished by said state fire marshal. Whenever said local fire marshal shall be informed or believe that there exists in any building or upon any premises within his jurisdiction combustible materials or inflammable conditions dangerous to the safety of said buildings or premises, he shall forthwith notify the state fire marshal of all the facts of the case of which he has the knowledge or belief.

In 1903 the legislature passed an act transferring the duties of the office to the department of state police; the act taking effect July 1, 1905. The office of fire marshal was abolished, but all powers and duties conferred on the fire marshal by the original act are conferred on the superintendent of the state police, to whom the city or town authorities mentioned in Section 7 as above are required to report.

The fire marshal law of the state of Washington, enacted in 1901, is similar in its provisions to that of the other states, but the support of the service is paid out of the state treasury and not by the insurance companies. The deputy insurance commissioner is made state fire marshal *ex officio*. Section 2 of the act reads as follows:

Section 2. The chief of the fire department of every city having a paid or organized volunteer fire department, the city marshal or chief of police of every incorporated town or city having no paid or organized volunteer fire department, and the justices of the peace outside of incorporated towns or cities shall be *ex officio* deputy state fire marshals within their respective jurisdictions. They shall investigate the cause, origin, and circumstances of every fire occurring within their respective jurisdictions by which property has been destroyed or damaged, and especially make investigation as to whether such fire was the result of carelessness or design. Such investigation shall be begun within two days, not including Sunday, of the occurrence of such fire, and the fire marshal shall have the right to supervise and direct such investigation whenever he deems it expedient or necessary. The officer making such investigation of fires shall forthwith notify said fire marshal, and shall within one week of the occurrence of the fire furnish to the said fire marshal a written statement of all the facts relating to the cause and origin of the fire, the value of the property destroyed, and the amount of insurance, if any, carried thereon, and such other information as may be called for by the blanks provided by the said fire marshal. The state fire marshal shall keep in his office a record of all fires occurring in the state, together with all facts, statistics, and circumstances, including the origin of the fires, which may be determined by the investigation provided by this act. Such record shall at all times be open to the public inspection.

Power as trial justices is given the state fire marshal and deputy fire marshals, and they are authorized to enter upon and examine premises in pursuance of their duties, and owners or occupants thereof are subject to fines for neglecting to comply with their orders for the removal of combustible material and remedying dangerous conditions. Deputy fire marshals receive \$2.50 per diem for time actually spent in making investigations.

The new insurance law of Mississippi, enacted in 1902 (Sections 91 and 95 inclusive), does not create a state fire marshal, but directs the insurance commissioner to act in a similar capacity. He shall, with the chiefs of fire departments, or marshals in cities,

towns, and villages under his direction, make investigation as to the causes of all fires. He shall keep a record of his investigations, and is empowered to try all charges of arson, and to enter dangerous buildings, and take proper proceedings to insure their safety from fire. The act was amended in 1904, and is almost the same in its terms as the Louisiana law, although it still directs the insurance commissioner to act as fire marshal. A tax of one-fifth of one per cent. on gross premiums of fire insurance companies doing business in the state is levied to defray any expenses incurred by the insurance commissioner in the discharge of the duties imposed by the act.

Rhode Island has a law authorizing the appointment of a fire marshal by any city or town and providing for the investigation of fires by special jury.

New Hampshire has a law, Chapter 115 Public Statutes, making it the duty of the "board of firewards or engineers of towns having such officers, and of selectmen of other towns, to make investigation of the cause, circumstances, and origin thereof and especially to examine whether it was the result of carelessness or design." The act gives the town officers the powers of justices of the peace to compel the attendance of witnesses, and requires them to report to the town clerk, who shall make a transcript of such record and report to the insurance commissioner.

Alabama in 1897 enacted a law for the investigation of fires. The law is Section 2608, Chapter 63, and directs that the sheriff of each county shall, when required by the insurance commissioner, appoint a competent jury of not to exceed three persons, residents of the county where the fire occurs, to investigate the cause, origin, and circumstances of every fire occurring or threatened in such county, in which insured property has been destroyed or damaged by fire. The sheriff is given the powers of a justice of the peace for the purposes of summoning witnesses. Members of fire and police departments of incorporated cities, towns, or villages are required to render every assistance, and the chiefs of the departments are also authorized to enter premises for the purpose of examination, and they may cause the removal of all combustible conditions and inflammable material dangerous to the safety of such buildings.

North Carolina passed a law in 1899, which was amended in 1901 and 1903, entitled "An Act to Provide for the Investigation of Incendiary Fires." It authorizes the insurance commissioner and chiefs of fire departments, or chiefs of police where there are no fire departments, or sheriffs of counties, as the case may be, to "investigate the cause, origin, and circumstances of any fire occurring in such cities, or towns, or counties in which property has been destroyed or damaged, and shall especially make investigation whether such fire was the result of carelessness or design." The investigation must be made within three days after the occurrence of the fire, and the officer making it shall furnish a written statement of the facts to the insurance commissioner within a week. If the evidence is sufficient, in the opinion of the insurance commissioner, to charge any person with the crime of arson, he shall cause such person to be

arrested and furnish the solicitor of the district with the necessary testimony for his prosecution. The act confers on the insurance commissioner the powers of a magistrate for the purpose of calling witnesses, and authority is given him or his deputy to enter upon and examine buildings for the purposes of investigation. He or the other officials above named shall have the authority to order any combustible or inflammable material dangerous to safety found on any premises within their jurisdiction to be removed. The owner of the premises may appeal to the insurance commissioner and have his complaint investigated. The expenses of carrying out this act shall be defrayed by the tax of one-fifth of 1 per cent. on the gross premium receipts of fire insurance companies doing business in the state. The insurance commissioner shall make annual reports of his official action under this act.

In 1904 the South Carolina legislature passed an act, which is nearly a copy of that of North Carolina; the principal differences being that the tax levied on fire insurance companies is one-tenth instead of one-fifth of one per cent. on gross premiums, as in North Carolina, and the comptroller-general is made the official to supervise and report upon the investigations into the cause of fires in the state.

Louisiana passed a law in 1904 creating the office of a state fire marshal. The marshal is appointed by the governor, at a salary of \$3,000 a year, and his term of office expires at the same time as the term of the governor appointing him. Section 2 of the act authorizes the chief of the fire department or marshal or sheriffs in cities, towns, and villages to investigate, under the direction of the fire marshal, the cause, origin, and circumstances of every fire occurring in such cities and towns in which property has been destroyed or damaged, and specially make investigation whether such fire was the result of carelessness or design. The investigation shall be begun within three days of the occurrence of the fire, and the fire marshal shall direct and supervise the investigation whenever he deems it expedient or necessary, and the officer making investigation of fires shall forthwith notify the fire marshal, and within one week shall furnish to the fire marshal a written statement of all facts relating to the cause and origin of the fire, the kind, value, and ownership of the property destroyed or damaged. The fire marshal shall keep a record of all fires occurring in the state, together with all facts, statistics, and circumstances, including the origin of the fires which may be determined by the investigations. Section 3 of the act reads as follows:

Be it further enacted, etc., that it shall be the duty of the fire marshal to examine or cause examinations to be made in accordance with the provisions of Section 2 of this Act, into the cause, circumstances, and origin of all fires occurring within the State to which his attention has been called by which property is accidentally or unlawfully burned, destroyed, or damaged, whenever in his judgment the evidence is sufficient and to specially examine and decide whether the fire was the result of carelessness or the act of an incendiary. The fire marshal shall, when he deems it necessary, take, or cause to be taken the testimony on oath of all persons supposed to be cognizant of any fact, or to have means of knowledge in relation to the matters as to which an examination is herein required to be made, and shall cause the same to be reduced to writ-

ing; and if he shall be of the opinion that there is evidence sufficient to charge any person with the crime of arson or incendiarism, he shall cause such person to be arrested and charged with such offense and shall furnish to the district attorney of the district all such evidence, together with the names of witnesses and all the information obtained by him, including a copy of all pertinent and material testimony taken in the case.

The act further provides that the fire marshal, or his authorized representative shall have the power of a committing magistrate for the purpose of summoning witnesses, administering oaths, and otherwise pursuing such investigations. The marshal or his authorized representatives may make affidavit before a justice of the peace in the district where the fire occurs, that he believes, or has reason to believe, that a search of certain premises will show the origin of the fire to have been incendiary, and upon such affidavit, the justice of the peace shall issue a warrant to search such premises. Section 5 of the act provides that whenever the fire marshal or his authorized representative shall find in any building or upon any premises, combustible or inflammable material, or conditions dangerous to the safety of such building or to neighboring buildings or premises, he may take proper proceedings to have same removed or remedied, and he shall keep a record of the facts. Section 6 makes any city, town, or village officer mentioned in the act who neglects or refuses to comply with any provisions of the act guilty of a misdemeanor, and punishable by a fine of not less than \$25 nor more than \$200. The expenses of the office are defrayed by a tax of one-fifth of one per cent. on the gross annual premium receipts in the state. The fire marshal is required to submit to the governor not later than April 1, a full and complete report of his official actions.

The legislature of Minnesota in 1905 enacted a fire marshal law. The act is Chapter 331, and is entitled, "An Act to Prevent Unjust Discrimination in the Fixing of Fire Insurance Premiums, to Provide for the Appointment of a Fire Marshal and Defining his Duties, etc." The marshal is appointed by the governor and his salary is \$2,500 per annum. The following sections define the scope of the law and the powers of the marshal:

Section 4. Investigation of Fires—Upon the request of the mayor of any city or village, or of the chief of a fire department thereof, or of the clerk of any town, or of any fire insurance company or its general agent, the State Fire Marshal shall forthwith investigate the origin, cause, and circumstances of any fire occurring within the State, whereby property has been destroyed or damaged, and shall ascertain if possible whether the same was the result of carelessness or design.

Section 5. The chief of every organized fire department shall immediately report to said fire marshal, upon blanks furnished by him for that purpose, the facts concerning the origin, cause, and circumstances of any fire occurring within the district to which the duties of such chief relate. And said fire marshal shall keep in his office a record, open to public inspection, of all fires so reported and of all obtainable facts and statistics pertinent thereto, and such records and data concerning premiums collected by fire insurance companies as the commissioner of insurance may require.

Section 6. Buildings May Be Entered, Rates Investigated, etc.—Said fire marshal shall have power to administer oaths, take testimony, compel the attendance of witnesses and the production of documents, and to enter, at any time, any buildings or premises where a fire is in progress, or any place contiguous thereto, for the purpose of investigating the origin and character of

such fire. He shall upon request of the commissioner of insurance investigate any complaint of discrimination in premiums made against any fire insurance company, officer, or general agent. And he may enter and examine any building for the purpose of ascertaining the fire risks to which it is exposed, and may require the owner or occupant to remove combustible material improperly placed therein, and to remedy any unnecessary exposure to fire risks found therein. If any such owner or occupant shall neglect for the space of ten days to comply with any lawful direction of the fire marshal, he shall be guilty of a misdemeanor.

Section 5 of the Minnesota law requires the chief of every organized fire department to report the facts concerning the origin, cause, and circumstances of any fire occurring within the district to which the duties of such chief relate, and requires the marshal to keep a record of all fires reported, and all obtainable facts and statistics relating thereto. The marshal is also directed to prosecute when he is satisfied that there is sufficient evidence to charge any person with the crime of arson. The act imposes upon all companies, except town mutuals, a tax equal to one-fourth of one per cent. upon the net premiums collected on property in the state, to defray the expenses of the department. The Minnesota act also contains this feature, which is Section 8 of the act:

Investigation by Another—Expenses, How Paid—If, for any reason, the marshal is unable to make a particular investigation in person, he may designate some suitable person to act thereon in his place; but the compensation of such substitute shall be paid by the marshal. The necessary expenses of all investigations shall be paid as follows: If it be made

1. At the request of a mayor, town clerk, or chief of fire department, by the city, village, or town in which the fire occurred;
2. At the request of an insurance company, by such company;
3. Without request, by the State.

The marshal shall report monthly to the insurance commissioner a detailed account of all charges and collections made by him for expenses incurred under this act, with the names of the persons paying the several items of such charges. And a summary of such charges and collections shall be given in the annual report of the commissioner.

Kentucky in 1906 enacted a law for the investigation of fires. The act provides for the appointment of a deputy commissioner of insurance, to be designated fire marshal of the state of Kentucky, and Sections 1 and 4 of the act define the scope of the act and powers of the marshal, and are as follows:

Section 1. The insurance commissioner and the chief of the fire department, or chief of police (where no chief of fire department), in cities and towns, and the sheriff of counties where such fire occurs outside of an incorporated city or town, are hereby authorized to investigate the cause, origin, and circumstances of every fire occurring in such cities or towns or counties in which property has been destroyed or damaged, and shall especially make investigation whether such fire was the result of carelessness or design. A preliminary investigation shall be made by the chief of fire department or chief of police (where no chief of fire department), in incorporated cities and towns, and by the sheriff of the county where such fire occurs outside of an incorporated city or town, and shall be begun within three days, not including the Lord's Day, of the occurrence of such fire, and the insurance commissioner shall have the right to supervise and direct such investigation whenever he deems it expedient or necessary. The officer making such investigation of fires shall forthwith notify said insurance commissioner, and shall within thirty days of the occurrence of the fire furnish to the said insurance commissioner a written statement of all the facts relating to the cause and origin of the fire, the kind, value, and ownership of the property destroyed, and

such other information as may be called for by the blanks provided by the insurance commissioner. The insurance commissioner shall keep in his office a record of all fires occurring in the state, together with all facts, statistics, and circumstances, including the origin of the fires, which may be determined by the investigations provided for by this act; such record shall at all times be open to public inspection.

Section 4. The insurance commissioner, or the chief of the fire department, or chief of police where no chief of fire department, or local inspection of buildings in cities and towns where such officer is elected or appointed, shall have the right at all reasonable hours, for the purpose of examination, to enter into and upon all buildings and premises within their jurisdiction. It shall be the duty of the insurance commissioner to require in all incorporated cities and towns of the state, and the said officers shall make in their respective cities and towns annual inspections of the buildings in said cities and towns and quarterly inspection of all premises within the fire limits and report in detail the results of their inspection to the insurance commissioner upon blanks furnished by him. Whenever any of said officers shall find in any building or upon any premises combustible material or inflammable conditions dangerous to the safety of such buildings or premises they shall order the same to be removed or remedied, and such order shall be forthwith complied with by the owner or occupant of said building or premises; Provided, however, That if the said owner or occupant shall deem himself aggrieved by such order he may, within twenty-four hours, appeal to the insurance commissioner, and the cause of complaint shall be at once investigated by the direction of the latter, and unless by his authority the order of the officer above named is revoked, such order shall remain in force and be forthwith complied with by said owner or occupant. The insurance commissioner, fire chief, or fire committee as aforesaid shall make an immediate investigation as to the presence of combustible material or the existence of inflammable conditions in any building or upon any premises under their jurisdiction upon complaint of any person having an interest in said building or premises or property adjacent thereto. The insurance commissioner may, in person or by deputy, visit any city or incorporated town and make such inspections alone or in company with the local officer. The local inspector shall be paid, by the city or town, a reasonable salary, or proper fees to be fixed by the governing board of said city or town. Any owner or occupant of buildings or premises failing to comply with the orders of the authorities above specified shall be guilty of a misdemeanor and punished by a fine of not less than ten dollars nor more than fifty dollars for each day's neglect.

Section 2 of the act requires the commissioner to examine or cause examination to be made into the cause, circumstances, and origin of all fires occurring in the state to which his attention has been called, in accordance with the provisions of Section 1, and especially to examine and decide whether the fire was the result of carelessness or the act of an incendiary, and if he be satisfied that the evidence is sufficient to charge any person with the crime of arson or willful burning he shall cause such person to be arrested. Section 3 confers all the powers of a trial justice on the commissioner, or his deputy, in all matters which by the terms of the act are subjects of inquiry and investigation. Any officer referred to in the act who neglects or refuses to comply with the provisions of the act is subject to a fine of not less than twenty-five dollars.

The act imposes a tax of one-third of one per cent. on the gross premium receipts of all companies doing business in the state. The salary of the marshal, who is appointed by the insurance commissioner, is \$3,600 per year.

The legislature of Virginia in 1906 enacted a law creating a bureau of insurance, and providing, among other duties of the commissioner, for the investigation of fires in the state. Section 17 of

the act provides that the commissioner shall keep a record of all fires occurring in the state, together with all facts, statistics, and circumstances, including origin of fires, which may be determined by the investigations provided for in the act, and Sections 18 and 19 provide:

Section 18. It shall be the duty of the chief or other head officer of the fire department of each city or town, within five days after the occurrence of any fire within their jurisdiction, and of the sheriff of each county within five days after it shall come to his knowledge that a fire has occurred within his county, in which property has been destroyed or damaged, to make report thereof, in writing, to the commissioner of insurance, stating therein the location and character of the property destroyed or damaged; the date of the fire; the name of the reputed owner of the property, and such other information as the officer furnishing said report shall deem pertinent. . . .

Section 19. The commissioner of insurance shall examine, or cause examination to be made, into the origin and circumstances of all fires occurring in this State, which may be brought to his attention by official report, or otherwise, and for that purpose shall have authority to call for and demand of the chief, or other head officer of the fire department, and the chief, or other head officer of the police department, of any city or town, and the sheriff, coroner, or any constable of any county, for any information or assistance he may require in making or furthering such examination: provided, that when such examination is made on the application of any fire insurance company, the necessary expenses attending the same shall be paid by such company.

The act confers on the commissioner, or such person as he may appoint, authority to enter any premises where a fire has occurred or adjoining premises for the purpose of investigation, with power to require the removal of conditions dangerous to property, and also gives the commissioner the powers of a trial justice to summon and compel the attendance of witnesses in any matter which is by the terms of the act a subject of inquiry or investigation. The expenses of the "bureau of insurance" are provided for by an assessment of one-tenth of one per cent. on gross premiums of all companies, except fraternal societies, collected in the state. The act took effect July 1, 1906.

South Dakota passed an act in 1907 which is in scope and the powers conferred practically a copy of the Kentucky law (which see *ante*), except that it is required that the investigation shall be begun within five days of the occurrence of the fire, and the right of appeal from the order of the commissioner, granted in Section 4 of the Kentucky law, is not granted in the South Dakota act, which provides that the officer shall institute proceedings in abatement according to law for the abatement of a nuisance. The other sections of the law are practically identical with the Kentucky law, except as to penalty for violation and the tax for maintaining the department. Any officer failing to comply with the duties of the South Dakota law is subject to a fine of not less than ten dollars nor more than one hundred dollars, and any witness who refuses or fails to comply with any lawful order of the commissioner under the act may be summarily punished as for contempt by the commissioner by a fine not exceeding \$100, or be committed to the county jail until such time as such witness may be willing to comply with any order of the commissioner or his deputy made under the act.

A tax of one-half of one per cent. on the gross premium receipts on South Dakota business is imposed on companies to defray the expenses of enforcing the provisions of the law.

Tennessee enacted a law in 1907 (Chapter 460) and Section 1 of the act reads as follows:

Section 1. *Be it enacted by the General Assembly of the State of Tennessee,* That the insurance commissioner and the sheriff are hereby authorized to investigate the cause, origin, and circumstances of every fire occurring in the state, by which property has been destroyed or damaged, and shall specially make investigation as to whether such fire was the result of carelessness or design.

Whenever such fire occurs it shall be the duty of the sheriff to notify the insurance commissioner as early as practicable thereafter of the occurrence of such fire. It shall be a sufficient compliance with this requirement to send said notice as aforesaid by registered mail, addressed to the Insurance Commissioner at Nashville.

A preliminary investigation of all fires shall be made by the sheriff, and shall be begun within three days, not including Sunday, of the occurrence of such fire, if he is informed of the occurrence of such fire within three days thereafter, and, if not, then as soon as practicable after he has such information; and the insurance commissioner shall have the right to supervise and direct such investigation whenever he deems it necessary or expedient. The officer making such investigation of fires shall within one week of the occurrence of the fire (if the preliminary investigation can be concluded in that time, if not, then as soon thereafter as such investigation is concluded) furnish to the said insurance commissioner a written statement of all the facts relating to the cause and origin of the fire, the kind, value and ownership of the property destroyed, and such other information as may be called for by the blanks provided by the insurance commissioner. The insurance commissioner shall keep in his office a record of all fires occurring in the state, together with all facts, statistics and circumstances, including the origin of the fires, which may be developed by the investigation provided for by this act.

Section 2 makes it the duty of the commissioner to examine or cause examination to be made, into the cause, circumstances, and origin of all fires, and especially as to whether said fire was the result of carelessness or the act of an incendiary, and if satisfied that the evidence is sufficient to charge any person with arson or other willful burning, shall cause such person to be prosecuted. The act confers upon the commissioner all powers of a trial justice (Section 3), and the right and authority (Section 4) at all times in performance of duties conferred by the act, to enter upon and examine any premises where a fire has occurred and other building or premises adjoining. Any officer referred to in the act who neglects or refuses to comply therewith on conviction is punishable by a fine of not less than \$50 nor more than \$250. A tax of one-fifth of one per cent. on the gross premiums collected in the state is imposed to defray the cost of the enforcement of the act.

Wisconsin passed a law in 1907. The act empowers the governor to appoint a marshal, whose term is six years, and the marshal is empowered to appoint one chief assistant marshal and two deputy fire marshals. The first deputy must be an attorney at law. The salary of the marshal is three thousand dollars a year, and is required to give all his time to the duties of the office. Section 1946i refers to the investigation of fires and reads as follows:

Section 1946i. 1. The state fire marshal and the chief of the fire department of every city or village in which a fire department is established, and the mayor of every incorporated city, and the president of the village board of every incorporated town or village in which no fire department exists, and the town clerk of every organized township without the limits of any organized city or village shall investigate or cause to be investigated the cause, origin and circumstances of every fire occurring in such city, village, town or township by which property has been destroyed or damaged when the damage exceeds twenty-five dollars, except that all fires of unknown origin shall be reported, and shall especially make investigation as to whether such fire was the result of carelessness, accident or design.

The act requires that the investigation shall be begun within two days of the occurrence of a fire; requires the officers making the investigation to report all facts regarding fires to the marshal within one week of the occurrence of a fire, and the marshal, when of the opinion that further investigation is necessary, is empowered (Section 1946j) to take testimony on oath of all persons supposed to have any knowledge in relation to the subject matter of the investigation. The marshal, his assistant and deputies are given power to summon and compel the attendance of witnesses and to administer oaths, and a penalty is provided for any one who refuses to be sworn or to testify, or who disobeys any lawful order of the marshal or his deputies in connection with any investigation.

Section 1946i gives the marshal and his deputies the right at all reasonable hours to enter into and upon all buildings and premises for the purpose of examination, and sub-division 2 provides as follows:

2. Whenever any of said officers shall find any building or other structure, which for want of repair, or by reason of age or dilapidated condition, or for any other cause is especially liable to fire, and which is so situated as to endanger other buildings and property, and whenever any such officers shall find in any building, or upon any premises, any combustible or explosive material, or inflammable conditions, dangerous to the safety of said buildings or premises, they shall have power to make reasonable orders for the repair or removal of the same, and such order shall be forthwith complied with by the owner or occupant of said premises or building.

A penalty is provided for failure to obey any order as above, and any officer referred to in section 1946i (above) neglecting to comply with any of the requirements of the act is subject to a fine of not less than \$25 nor more than \$200. For the maintenance of the office a tax is imposed of one-fourth of one per cent. on the gross premiums collected in the state by fire insurance companies, payable in February, and the tax so collected is maintained as a separate fund for the maintenance of the department, but if a surplus accumulates in the fund sufficient to maintain the department for a year the marshal may, in his discretion, omit the special tax. The marshal is required to file an annual report.

FIRE MARSHAL'S ASSOCIATION OF THE UNITED STATES was organized in 1906 with D. S. Creamer, state fire marshal of Ohio, president, and Edward Peterson, fire marshal of Minnesota, secretary and treasurer. The membership consists of the fire marshal, fire commissioner or other state officers charged with

the duty of investigating fires of the different states, and the objects of the association are the exchange of experiences and statistics, and the promotion of efficiency of office. The annual meeting in 1909 was held at Louisville, Ky., June 1 and 2, and officers were elected as follows: President, T. M. Puntell, Wisconsin; vice-president, F. A. Craft, South Dakota; secretary and treasurer, W. S. Rogers, Ohio.

FIREMEN'S INSURANCE COMPANY, Newark, N. J. Organized 1855; capital, \$1,000,000. Daniel H. Dunham, president; A. H. Hassinger, secretary.

FIREMEN'S INSURANCE COMPANY, Washington, D. C. Organized 1837; capital, \$200,000. E. G. Davis, president; Wm. M. Hoffman, secretary.

FIRE PATROL, PROTECTIVE DEPARTMENTS, AND SALVAGE CORPS. The fire patrols of the United States are a monument to the enlightened self-interest of the fire underwriters. They have made them what they are, and in nearly all cases they support them. The interest that they have in the preservation of property is certainly a great incentive toward efficiency, and it is probable that, no matter whether city governments undertake the control and maintenance of the salvage corps or not, insurance companies are likely to augment any action of cities toward the preservation of property from fire loss to the fullest extent. New York city was the pioneer in these organizations. In 1839 a number of fire underwriters of New York established a society that was known as the "Fire Police." Although it had no charter the society was recognized by the city authorities as a useful institution, having for its function the protection of property, and in cases of fire its members were given certain police powers. The efficiency of the municipal police, however, soon rendered this part of their activity less important than the protection of property against damage by the elements, and they then gradually became known as the "Insurance Patrol." The act of May 9, 1867, incorporating the New York Board of Fire Underwriters, gave that organization the power to establish the present efficient fire patrol of the city of New York.

These organizations exist in the cities of Albany, N. Y.; Baltimore, Boston, Brooklyn, Cincinnati, Chicago, Cleveland, Dayton, Ohio; Denver, Duluth, Grand Rapids, Kansas City, Janesville, Wis.; Louisville, Lowell, Memphis, Milwaukee, Minneapolis, Mobile, Newark, N. J.; New Orleans, New York, Omaha, Philadelphia, Providence, Rochester, San Francisco, St. Louis, St. Paul, and Worcester. They are established by law, and, as a rule, are maintained and controlled by the local organization of fire underwriters. [See Boston Protective Department, New York Fire Patrol, and Fire Insurance Salvage Corps of Brooklyn.]

FIRES IN 1908, PRINCIPAL. During 1908 there were seven fires which caused a loss each of \$1,000,000 or over. The largest fire

of conflagration proportions occurred at Chelsea, Mass., April 12, and destroyed a large section of that city causing a loss of \$10,000,000. The other million dollar, or over, fires were at New York city, January 10, business building, loss \$2,000,000; Chicago, Ill., January 28, business buildings, loss \$1,000,000; New York city, March 1, car barns and factory, loss \$2,600,000; Atlanta, Ga., May 8, hotel and business block, loss \$1,250,000; East Boston, July 8, piers, elevators, etc., loss \$1,500,000; Chicago, Ill., August 3, grain elevators, loss \$1,000,000; New Orleans, La., August 30, wholesale stores, loss \$1,000,000. There were twenty-two fires which caused a loss each of \$400,000 or over. These were: at Portland, Me., January 24, City Hall, loss \$500,000; Portland, Me., January 27, wholesale drygoods, loss \$800,000; Kansas City, Kansas, January 28, packing plant, loss \$400,000; Indianapolis, Ind., January 29, warehouse, loss \$600,000; Tampa, Fla., March 1, conflagration, loss \$600,000; New Orleans, May 6, business building, loss \$500,000; South Omaha, Neb., May 15, packing plant, loss \$500,000; Dallas, Texas, May 25, distilling plant, loss \$750,000; Shelby, Ohio, June 19, steel tube works, loss \$750,000; Port Chester, N. Y., June 22, business block, loss \$450,000; Duluth, Minn., June 26, grain elevators, loss \$750,000; Concord, August 15, mill, loss \$450,000; Lansing, Ill., August 3, rendering plant, loss \$500,000; Chelsea, Mass., September 21, box factory and lumber, loss \$400,000; Tarentum, Pa., October 4, plate glass works, loss \$400,000; Blaine, Wash., October 12, lumber plant, loss \$450,000; Chicago, Ill., October 16, docks, cars, etc., loss \$750,000; Rock Island, Ill., October 17, lumber mills, loss \$550,000; Newark, N. J., October 20, trunk factory, loss \$400,000; Denver, Col., October 21, grain elevator, loss \$400,000; Philadelphia, Pa. November 2, lumber yards, loss \$700,000; Portland, Me., December 4, docks and steamer, loss \$500,000. There were thirty-six fires which caused a loss each of from \$225,000, to \$400,000. The aggregate loss for the year as recorded by *The Standard*, Boston, was \$190,778,000, as compared with \$180,393,000 in 1907; \$450,751,000 in 1906; \$149,801,000 in 1905; \$190,510,500 in 1904; \$135,126,000 in 1903; \$136,656,400 in 1902; \$152,750,010 in 1901; \$130,028,489 in 1900.

FIRE UNDERWRITERS' ASSOCIATION, Concord, N. H.
[See Underwriters' Fire Insurance Company.]

FIRE UNDERWRITERS' ASSOCIATION OF THE NORTHWEST. This association had its birth in the city of Dayton, Ohio, February 22, 1871, and was organized as "The Association of State, General, and Adjusting Fire Insurance Agents of the Northwest." [For further information regarding the organization, names of the organizers, and the early meetings, see *Cyclopedia* for 1900-1901.]

The following is a list of the officers of the association since its organization in 1871:

Terms Ending	Presidents.	Vice-Presidents.	Secretaries.
1871	J. S. Reed.	R. L. Douglass.	Charles E. Bliven.
1872	A. C. Blodgett.	Charles W. Marshall.	Charles E. Bliven.
1873	Robert J. Smith.	S. Lombard.	Charles E. Bliven.
1874	Robert J. Smith.	S. Lombard.	Charles E. Bliven.
1875	Charles W. Marshall.	J. O. Wilson.	Charles E. Bliven.
1876	J. O. Wilson.	Benjamin Vernor.	Charles E. Bliven.
1877	Charles E. Bliven.	P. P. Heywood.	George W. Hayes.
1878	I. S. Blackwelder.	Jasper M. Dresser.	George W. Hayes.
1879	George W. Adams.	William B. Cornell.	George W. Hayes.
1880	Azel W. Spalding.	A. J. Waters.	George W. Hayes.
1881	Jasper M. Dresser.	Edward F. Rice.	George W. Hayes.
1882	William B. Cornell.	J. N. Neuberger.	George W. Hayes.
1883	James M. DeCamp.	C. W. Potter.	George W. Hayes.
1884	Cyrus K. Drew.	T. J. Zollers.	J. C. Griffiths.
1885	J. L. Whitlock.	T. H. Smith.	J. C. Griffiths.
1886	William F. Fox.	A. H. Hobbs.	J. C. Griffiths.
1887	Abram Williams.	W. R. Freeman.	J. C. Griffiths.
1888	Isaac W. Holman.	J. C. Myers.	J. C. Griffiths.
1889	John Howley.	W. T. Clark.	J. C. Griffiths.
1890	Edwin A. Simonds.	Eugene V. Munn.	J. C. Griffiths.
1891	Henry C. Eddy.	Byron G. Stark.	Eugene V. Munn.
1892	Howard P. Gray.	W. P. Harford.	Eugene V. Munn.
1893	Eugene Harbeck.	Ernest L. Allen.	Eugene V. Munn.
1894	H. Clay Stuart.	George M. Lovejoy.	Eugene V. Munn.
1895	W. J. Littlejohn.	H. C. Alverson.	Eugene V. Munn.
1896	Geo. M. Lovejoy.	Henry T. Lamey.	Eugene V. Munn.
1897	George H. Moore.	S. E. Cate.	Eugene V. Munn.
1898	J. H. Lenehan.	John E. Davies.	D. S. Wagner.
1899	Frank H. Whitney.	W. R. Townley.	D. S. Wagner.
1900	Otto E. Greely.	Cyrus Woodbury.	D. S. Wagner.
1901	P. D. McGregor.	George W. Hayes.	D. S. Wagner.
1902	H. N. Wood.	Fred W. Williams.	D. S. Wagner.
1903	John Marshall, Jr.	H. R. Louden.	D. S. Wagner.
1904	H. H. Freidly.	F. W. Bowers.	D. S. Wagner.
1905	T. S. Gallagher.	S. D. Andrus.	Nelson E. Briggs.
1906	Robert S. Odell.	D. W. Andrews.	Nelson E. Briggs.
1907	Wm. L. King.	C. G. Meeker.	Nelson E. Briggs.
1908	Carroll L. De Witt.	W. O. Chamberlain.	Nelson E. Briggs.

The thirty-ninth annual meeting of the association was held at Chicago, October 7 and 8, 1908. Secretary Briggs reported a membership of 757, which was increased by ninety-nine new members during the meeting, and treasurer Townley reported a balance on hand of \$6,920.38, including \$783.32 belonging to the library fund. President De Witt presided, and in his address referred to the non-partisan character of the association, and noted some of the important changes that had been brought about in field work, and mentioned fire prevention as being an important new line of work for field men. The plans of conducting the business that were good thirty or even ten years ago were no longer of value, but the president said he did not agree with the statement that the fieldmen's usefulness and influence upon the business is gone as a result of the changes. The fieldman's time no longer being taken up with rate-making and only infrequently with adjusting he was free to build up the business of his company along more nearly ideal lines, permanently and profitably.

The annual address was delivered by E. G. Richards, United States manager of the North British and Mercantile Insurance Company, and his subject was entitled "A Topical Essay." Mr. Richards held that fire underwriting being a business chiefly based upon experience and judgment, rather than knowledge, could never be reduced to a science, but must be conducted upon lines of approximation. However there was a law controlling the occurrence of fires, which was recognized as the law of average, and underwriters were governed by it. He showed that classes of risks vary in experience and that the experience of individual companies varied, and argued that conditions must be in harmony and full compliance with the law of average, and that compliance could not be secured unless each insurance contract gives the assured protection under the same fundamental conditions as given by every other contract. "Rates of premiums," he said, "must necessarily vary according to the measure of the hazard, but the proportion of value upon which premiums are required to be paid must be the same for one insurer as another, or at least in any event the loss which the policy-holder may sustain must not be collectible for any greater proportion thereof than the proportion of value which he has insured and paid premium for, bears to the whole value." Mr. Richards expressed the view that the obligation of co-insurance should be made a condition in every policy contract, though he thought it unfortunate that underwriters had named the obligation "co-insurance," and suggested changing the name of the so-called "co-insurance" clause, to "loss liability" clause, or "assessed value" clause; expressing his personal preference for the first. Continuing on this subject he said in part:

It appears to me that there can be but one equitable method for equalizing the tax burden of fire insurance and that is the plan which would require every insurer to insure his property to a fixed and uniform proportion of value, and failing to do so, to allow him to collect in case of loss no greater proportion of same than his insurance bore to the agreed or legalized proportion of value of his property damaged.

First.—By its use the average rate would be reduced because it would be an inducement to the insurer to insure his property to the proportion of value required for full indemnity, and in this manner larger sums would be paid for insurance and thus the average loss rate of the companies would be reduced.

Second.—The average rate would be further reduced by the use of the clause, for the liability for loss of each company would in many cases be less, because it would then be liable for no greater proportion of a loss than the proportion of value insured, the assured receiving full protection to the extent for which he had paid premiums, but no more.

I am confident that rates of insurance are much higher because of the effect produced upon premiums and losses in the manner described, through the absence of the co-insurance principle, and I would not regard an estimate of 25 to 30 per cent. as unreasonably high for such excess ratio of cost.

Mr. Richards said he did not favor graded or conditional co-insurance, and the clause should be made obligatory by law and for a uniform proportion of the cash value. Taking up the subject of fire loss, one of the most serious questions, which confronts the people of this country, said Mr. Richards; the loss in this country and in cities of Europe was contrasted, and figures were cited show-

ing that in states having the largest degree of illiteracy also had the largest fire loss. The art of prevention of fire had advanced much less in this country than the methods of discovery and extinguishment, but, he said, "when here, as in many parts of Europe, the property owner is made severely responsible for any fires which occur on his own premises, one vital, perhaps pre-eminent, cause of our immense fire waste, will be reached, because moral hazard and carelessness will be practically eliminated, and a greater incentive then exist than now for better and safer buildings." As one means of reducing the fire waste he suggested the enactment of a law which would permit a property owner to collect from his insurers in case of fire originating in his premises, not more than 50 per cent. of his loss, except for causes beyond his control, and, if such fire extended to the property of others, whether tenants in the same building or property adjoining or exposed by his premises, that he could then collect from his insurers only such proportion of his own loss as the amount of loss and damage to his own property bore to the loss upon all property involved. Certain exceptions could be permitted and the speaker expressed the opinion that a thirty to forty per cent. reduction in premium rates would not be too much to expect for such safeguarding of property and the fire loss would be reduced to less than one half of its present total. Better building laws were advocated and Mr. Richards concluded with a discussion of the question of taxation; commending the present agitation for readjustment and reduction while criticising the present excessive rate of taxation.

Other papers read at the meeting were: "Harmony; A Message to Field Men," by Lewis F. Daniel, Minneapolis, Minnesota, state agent of the Queen Insurance Company; "Educational Responsibility in Underwriting," by O. E. Lane, Denver, Colorado, state agent of the Scottish Union and National Insurance Company; "Schedule Rating and Field Conditions," by C. H. Patton, Cleveland; "Individualism in Fire Insurance," by Reynolds Barnum, Kansas City, state agent, Agricultural Insurance Company; "The Panama Canal," by Hon. James A. Tawney, congressman from Minnesota; "The New Gospel of Publicity," by W. N. Johnson, Erie, assistant general agent Insurance Company of North America; "Relation of Insurance Companies to Architects," Dwight H. Perkins, Chicago; "Evolution," by George H. Batchelder, Chicago, assistant manager Delaware and Reliance Insurance Companies; and "Community of Interest Between Company and Local Agent," by E. W. Beardsley, Hartford, president of the National Association of Local Agents. Mr. Patten in his paper on "Schedule Rating and Field Conditions," discussed the theory of schedule rating, criticised the use of different schedules at different points, and advocated the use of a uniform schedule throughout the field, for which there was special need, and the time was ripe for a universal schedule, and although its application would be difficult at first it would be a benefit in the end. In promulgating a universal schedule, the co-operation of all companies would be necessary and uniform co-insurance prac-

tices and a standard policy form would also be required. Mr. Beardsley in his paper on "Community of Interest Between Company and Local Agent," said, "the community of interest commences with the appointment of the agent and the receipt by him of a company's supplies and lasts during all their connection, crystallizing and solidifying as time goes on. The company should leave to the local agent, who has the advantage of location, to judge of the moral hazard, and the local agent should also be permitted to adjust small losses. Appointments should be on a sole agency basis for the territory covered, as competition between agents of the same company was demoralizing and dual, multiple and side line appointments were bad for both company and agent. The agent on his part, should recognize the position of the company as the party which issues the insurance he is selling and give it his best judgment and care in the matter of rates and expenses." In conclusion he reviewed the work and purposes of the National Association of Local Agents.

Officers were elected as follows: President, H. N. Kelsey, western manager of the Sun Insurance Office; vice-president, Neal C. Rowland, of Columbus, Ohio state agent of the London Assurance; secretary, Nelson E. Briggs, Illinois state agent of the North British and Mercantile; treasurer, W. R. Townley of the Western Assurance. The directors elected were: Charles W. Higley, Hanover Fire, Chicago; Fred T. Wise, Home of New York, Chicago; George H. Bell, North British & Mercantile, Chicago; O. E. Basse, American of Newark, Milwaukee; Carroll L. DeWitt, Newark Fire, Chicago; Horace L. Spice, Germania, Detroit; George S. Valentine, Prussian National, Des Moines; George A. Mowry, German American and German Alliance, Minneapolis; C. L. Easton, Northern, Milwaukee.

FIRE UNDERWRITERS' ASSOCIATION OF THE NORTHWEST, LIBRARY OF THE. For many years after the formation of the association in 1871 books and pamphlets given to it by members and friends accumulated, but, no money being appropriated for their caretaking, they were stored wherever it might be convenient and were practically inaccessible to members. In time the annually published proceedings of the association meetings, volumes of insurance periodicals, and gifts of their insurance libraries by deceased members were added. Three or four years prior to 1893 these treasures were deposited in the basement of the Woman's Temple in Chicago, under the custodianship of Mr. R. M. Buckman.

In the autumn of 1893 Mr. R. M. Buckman, representing the association made efforts to secure an appropriation and the establishment of a permanent library room, and at the annual meeting of the association that year a committee composed of Messrs. George W. Hayes, H. C. Eddy, and George W. Adams, together with the president and secretary, was appointed with authority to act in the matter. It resulted in the renting, for a term of years,

of Room 225 in the Home Insurance Building in Chicago, which was appropriately fitted up with library furniture, and the books and other literary belongings of the association were placed therein. The library is now open during business hours daily, and has proved a very valuable adjunct to the usefulness of the association.

FIRE UNDERWRITERS' ASSOCIATION OF THE PACIFIC, composed of general and special agents, managers, assistant managers, and independent adjusters of fire insurance companies doing business on the Pacific coast and having its headquarters at San Francisco, was organized in 1875. [For an account of the formation of this association see the *Cyclopedia of Insurance*, 1893-94.]

The thirty-third annual meeting of the association was held at San Francisco, January 5 and 6, 1909. President Gunn presided, and in his address discussed the loss ratio and expense account, and co-insurance, and expressed his belief in the compulsory use of the co-insurance principle as an effective way of reducing the enormous fire loss. The president also referred to the institute and to the library, and referring to the work of the association, said, it had been arduous during the past year owing to the many perplexing questions and conditions that came up growing out of the unsettled conditions following the conflagration of 1906. Papers were read as follows: "The too High Cost of Fire Insurance," Wm. Sexton, San Francisco; "Cultivation," W. W. Grove, Spokane; "Local Agents," Edwin Parrish, San Francisco; "Corner Stone of Fire Insurance," C. I. Hitchcock, Louisville; "The Education of a Neophyte," Henry Curstins, Seattle; "Publicity," Washington Irving, San Francisco; "The Writing of Papers," Herbert Folger, San Francisco; "Building Construction and Rates," T. J. A. Tiedemann, San Francisco; "Buried Thoughts," F. C. Staniford, Portland; "The Value of the Board of Fire Underwriters," Charles D. Haven, San Francisco; and "The Doctrine of Waiver," R. T. Archer, Los Angeles.

Officers and executive committee were elected as follows: President, Adam Gilliland; vice-president, Frank C. Staniford; secretary and treasurer, Calvert Meade; assistant secretary and librarian, J. P. Moore; executive committee: Jno. W. Gunn, Adam Gilliland, F. B. Killam, W. H. Gibbons and Geo. W. Dornin.

FIRE UNDERWRITERS' ASSOCIATIONS, GENERAL, SECTIONAL AND STATE. The following is a list of the various general organizations of fire underwriters. The list does not include local associations or boards.

SUPERVISING AND RATING ORGANIZATIONS.

New England Insurance Exchange (covering the New England States, except New Hampshire).

Fire Underwriters' Union, known as the Eastern Union (covering all territory east of the Mississippi River, except the states under the jurisdiction of the Western Union, and Texas and Arkansas).

Underwriters' Association of the Middle Department (covering New Jersey in part, Pennsylvania, Delaware, Maryland, and the District of Columbia).

South-Eastern Underwriters Association (covering Virginia, North Carolina, South Carolina, Florida, Georgia, and Alabama—Mississippi, and Louisiana being anti-compact states).

The Union (covering Indiana, Illinois, Wisconsin, Minnesota, North Dakota, Oklahoma, Indian Territory, Nebraska, Kentucky, and Tennessee, and jointly in Colorado, Wyoming, and New Mexico, with companies doing business therein, which are managed from the Pacific coast).

Board of Fire Underwriters of the Pacific (covering California, Washington, Oregon, Arizona, Alaska, Idaho, Nevada, Montana, and Utah).

Underwriters' National Electrical Association.

National Fire Protection Association.

New Hampshire Board of Underwriters.

New England Bureau of United Inspection.

Underwriters' Bureau of New England.

Massachusetts Mutual Fire Insurance Union.

Factory Insurance Association.

Middle States Inspection Bureau.

Underwriters' Bureau of Middle and Southern States.

Underwriters' Association of the State of New York.

Underwriters' Bureau of Fire Protection Engineering (headquarters Chicago).

Ohio Inspection Bureau.

Iowa Inspection Bureau.

Kansas Fire Insurance Inspection Bureau.

Michigan Inspection Bureau.

Nebraska Inspection Bureau.

Texas Inspection Bureau.

Insurance Survey Bureau (headquarters, Chicago, Ill.).

Suburban Underwriters' Association of Boston.

Indiana Association of Fire Underwriters (Union companies).

Indiana League of Fire Underwriters (non-Union companies).

Illinois State Board of Fire Underwriters.

Illinois Field Club (non-Union companies).

Illinois Association of Mutual Fire Insurance Companies.

Iowa Mutual Insurance Association.

Iowa State Association of Fire Underwriters.

Minnesota and Dakota Fire Underwriters.

Kentucky Association of Fire Underwriters.

Rocky Mountain Fire Underwriters' Association.

Western Factory Insurance Association.

Western Railway Fire Underwriters of Chicago.

Association of Fire Underwriters of Oklahoma and Indian Territories.

In consequence of the existence of anti-compact laws in Missouri, Arkansas, Texas, Ohio, Michigan, Kansas, South Dakota, and Wisconsin, the State association formerly active in those States are dead or dormant. In New Hampshire the prohibition of a compact does not apply to local companies and accordingly a New Hampshire Board of Underwriters, representing local companies, is in force and makes rates, and these are generally observed by the non-State companies through the New England Insurance Exchange.

State inspection bureaus exist in Michigan, Ohio, Iowa, Nebraska, Louisiana, Missouri, which make inspections of risks and to which application can be made by individual companies for advisory rates.

The large Eastern cities, such as Boston, New York, Philadelphia, Baltimore, etc., are "excepted" from the jurisdiction of the general or State associations and are governed by their own local associations.

The National Board of Fire Underwriters, formerly a rating organization, covering the entire Union, makes direct rates no longer, but acts in an advisory capacity thereto, offers rewards for the detection of incendiaries and maintains an inspector of fire departments and waterworks, whose recommendations are usually adopted by the companies composing the board. It keeps a statistical record of fire insurance, watches the course of insurance legislation, and generally acts as a moral force for the well-being of fire underwriting.

AUXILIARY AND SOCIAL ORGANIZATIONS.

Fire Underwriters' Association of the Northwest.

Fire Underwriters' Association of the Pacific.

National Association of Local Fire Insurance Agents. [Auxiliary associations have been organized in forty states and territories and four district associations have been organized in the state of New York.]

National Association of Co-operative Insurance Companies. [Mutual fire insurance companies.]

New York State Association of Supervising and Adjusting Agents.

Insurance Society of New York (New York city).

Insurance Library Association of Boston.

Wisconsin Fieldmen's Club.

Fire Insurance Society of Philadelphia.

New Jersey Association of Fire Underwriters.

Fire Underwriters' Field Club of Ohio.

Washington Insurance Association (general agents engaged in business in the State of Washington).

Nebraska Field Club.

Ohio Fire Prevention Association.

Texas Fire Prevention Association.

Kansas Fire Prevention Association.

Missouri Fire Prevention Association.

Michigan Fire Prevention Association.

Indiana Fire Prevention Association.

Illinois Fire Prevention Association.

Iowa Fire Prevention Association.

Connecticut Fire Prevention Association.

Association of Minnesota, Dakota, and Wisconsin Fieldmen (Min-Dako-Wis.).

Special Agents' Association of the Northwest.

Ancient and Honorable Order of the Blue Goose.

FIRE UNDERWRITERS' INSPECTION BUREAU OF SAN FRANCISCO. This association was organized in November, 1885, with the election of the following officers and directors: Charles A. Laton, president; Robert Dickson, vice-president; Wm. J. Landers, secretary and treasurer; William Macdonald, Rudolph Herold, Jr., George Easton, E. E. Potter, and the officers, directors. The present officers, are: President, Bernard Faymonville; vice-president, C. Mason Kinne; secretary and treasurer, V. Carus Driffeld. F. H. Porter is the chief inspector of the bureau.

FIRE UNDERWRITERS, NATIONAL BOARD OF. [See National Board.]

FIRE UNDERWRITERS' UNIFORMITY ASSOCIATION was organized in 1906 as the National Association for Uniform Inspection Reports, and adopted the present name at the annual meeting in 1907. The purposes of the association are to assist companies in securing uniform inspection reports. The first officers elected were: President, Wm. A. Stoney, New York; vice-president, H. C. Henley, St. Louis; secretary and treasurer, R. Walter Hilliard, Boston. The present officers, elected at the annual meeting in New York in May, 1909, are: President W. G. Sanderson, Chicago; vice-president, Gorham Dana, Boston; secretary and treasurer, R. Walter Hilliard, Boston, Mass.; executive committee: C. H. Patton, chairman, Cleveland, Ohio; F. B. Sellers, Columbus, Ohio; W. D. Matthews, Chicago; M. D. Pierce, Louis Weiderhold, Jr., and C. S. Kremer. The office of the secretary is at 71 Kilby Street, Boston.

FIRE UNDERWRITERS' UNION (known also as the Eastern Union) was organized in the city of New York in November, 1893, by agency fire insurance companies, to exercise jurisdiction over the states east of the Mississippi River (excepting those within jurisdiction of the Western Union), on lines similar to those of the Western Union. Only executive officers or managers (in charge of not less than one state) are members of the organization, and there are several district advisory committees. The headquarters of the Fire Underwriters' Union are at the rooms of the National Board of Fire Underwriters in the city of New York (the Mutual Life Building, 32 Nassau Street). The transactions of the organization are confidential.

The states covered by the Fire Underwriters' Union are Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana, Arkansas, and Texas, with the District of Columbia.

FIRST RUSSIAN INSURANCE COMPANY, St. Petersburg, Russia. Paul E. Razor, United States manager, New York.

FISHER, WALTER I., formerly secretary and rater of the Minnesota and Dakota Fire Underwriters, and special agent for the American Fire Insurance Company of Philadelphia, was born at Menasha, Wis., July 28, 1862. He was educated in the public schools and college, and for a time followed the vocation of farming. He then became a local fire insurance agent afterward special agent, and still later was appointed to his present position. He resigned the position of secretary May 1, 1908, after 14 years service and immediately assumed personal charge of inspection and rating work in Minnesota and North and South Dakota, and on July 1, 1908, the Bureau district embracing the cities St. Paul, Minneapolis, Duluth and Winona came under his personal charge.

FISKE, HALEY, vice-president of the Metropolitan Life Insurance Company of New York, was born at New Brunswick, N. J., March 18, 1852. He was prepared at that place for Rutgers College, which he entered in 1867, and from which he was graduated in 1871, at the age of nineteen years. His first vocation after graduation was journalism, which he abandoned for the law. He studied in the office of Arnoux, Ritch & Woodford, with whom he subsequently became a partner. He practiced his profession, appearing in many important cases, until his election in 1891 to the vice-presidency of the Metropolitan Life, of which he had for some time been counsel. Mr. Fiske has devoted himself assiduously to the interests of this great and beneficial institution since he became its second officer. He is a member of the Bar Association.

FLEETWOOD, FREDERICK GLEED, secretary of state of Vermont and joint insurance commissioner, was born at St. Johnsbury, Vt., September 27, 1869. He was educated in the schools of

St. Johnsbury and the University of Vermont, and graduated from Harvard in the class of 1891. He was admitted to the Vermont bar in 1894, and served as town clerk and treasurer of Morristown, Vt., from 1896 to 1900, and was secretary of the committee of revision of the Vermont statutes in 1893-4. In 1900 he was elected a member of the legislature and presidential elector, and was elected to his present position in 1902.

FLITCRAFT, ALLEN J., life insurance author and publisher, was born at Woodstown, N. J., May 14, 1854, of Quaker parentage. He was educated at Bacon Academy, the Friends' School at Woodstown, and began teaching school when seventeen years of age. He continued in this vocation until 1878, when he became agent for the Provident Life and Trust Company at the home office at Philadelphia. In 1882 he established the Chicago branch of the company as Illinois general agent. He has published a number of works on insurance, one of which, the "Life Insurance Manual," is issued annually. He also issues the *Life Insurance Courant*, a regular monthly publication.

FLORIDA ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized at a meeting held in Tampa in November, 1905. Officers were elected as follows: President, Walker Anderson, Pensacola; secretary and treasurer, Marion Prince, Tampa. The present officers elected at the annual meeting in April, 1909, are: President, Sumter L. Lowry, Tampa; vice-president, Braxton Small; second vice-president, Knowles Hyer; third vice-president, S. Y. Way; secretary and treasurer, Otto P. Stallings, Tampa; executive committee: Braxton Small, C. M. Lowe, George P. Morris, Knowles Hyer, W. W. Wilson, L. S. Brown, S. Y. Way, W. O. Staley, and W. C. Battey.

FLORIDA HOME INSURANCE COMPANY, Marianna, Florida. Organized 1906; capital, \$120,000. J. H. Carter, president; H. P. Mulkey, secretary.

FLORIDA, INSURANCE SUPERVISION IN, 1873-1909. The laws of Florida designate the state treasurer, comptroller, and attorney-general, who are elected by the people for four years, as the board of insurance commissioners. No extra compensation is allowed, except a fee of \$5 to the state treasurer for the license issued to each insurance company authorized to transact business in the state.

The state treasurers since the passage of the law have been:

C. H. Foster,	1873-1877	Eduardo J. Triay,	1891-1893
W. Gwynn,	1877-1881	Clarence B. Collins,	1893-1897
H. A. L. Engle,	1881-1885	James B. Whitfield,	1897-1903
E. S. Crill,	1885-1889	William V. Knott,	1903-
F. I. Pons,	1889-1891		

Mr. Whitfield was re-elected for a further term, beginning with 1901, but resigned in February, 1903, and was succeeded by William V. Knott, who is the present state treasurer.

FLORIDA LIFE INSURANCE COMPANY, Jacksonville, Florida. Organized 1907; capital, \$2,000,000. M. D. Johnson, president; W. P. Douglass, secretary.

FOLGER, HERBERT, assistant general agent of the German-American, and Phoenix of Hartford for the Pacific coast at San Francisco, is the son of Nantucket parents, but was born at San Francisco, Cal., December 5, 1858. He was educated in that city, and in 1875 entered a large shipping house there. He continued in mercantile pursuits, principally in connection with the New Zealand trade, until July, 1888, when he was appointed manager of the New Zealand Insurance Company for the Pacific northwest, with headquarters at Portland. In November, 1896, Mr. Folger resigned his position of manager to become assistant manager of the Aachen and Munich Fire in San Francisco, and in May, 1898, was appointed manager of the Phoenix upon the resignation of Mr. Arthur E. Magill. He was appointed manager for the New Hampshire Fire in March, 1900. In 1901 he was appointed assistant general agent for the German-American, German Alliance, Phoenix of Hartford, and New Hampshire Fire when the department offices of these companies were consolidated under the management of George H. Tyson. Mr. Folger has taken a very active part in the affairs of the Fire Underwriters' Association of the Pacific, and has been chairman of the classification, library, and executive committees, and, at the annual meeting of the association in February, 1896, was elected its president.

FOLK, REAU E., state treasurer and *ex officio* insurance commissioner of Tennessee, was born at Brownsville, Tenn., September 21, 1865. He was educated at Wake Forest College, North Carolina, and his first business venture was in the field of journalism. For eight years previous to his election to his present position he was clerk of the house of representatives of Tennessee. He was elected state treasurer in 1901, was again elected in 1903, in 1905 1907 and 1909.

FOREIGN BUSINESS OF AMERICAN LIFE INSURANCE COMPANIES. The following is a statement of business transacted in foreign countries in 1908 by life insurance companies of the United States reported to the Cyclopedia of Insurance:

Companies.	Premiums Received.	Claims Paid.	Policies in Force, 1908.		Increase in 1908.	
			No.	Amount.	No.	Amount.
Equitable, ...	\$ .....\$	\$ .....\$	.....	\$ .....\$	.....	\$ .....\$
Germania, ...	2,626,222	1,564,268	35,242	56,116,638	695	1,894,140
Mutual,	9,501,559	4,260,099	107,815	242,649,776	3,144	11,840,216
New York, ..	21,746,664	9,440,037	204,668	486,818,051	939	3,049,015
Totals, ..	\$33,874,445	\$15,264,404	347,725	\$785,584,465		

* Decrease.

† Includes matured endowments and annuities.

FOREIGN FIRE INSURANCE COMPANIES—RECEIPTS FROM AND REMITTANCES TO HOME OFFICES IN 1908. [See Receipts from and Remittances to Home Offices of Foreign Fire Insurance Companies.]

FOREST CITY INSURANCE COMPANY, Rockford, Ill. Organized 1874; capital, \$200,000. W. F. Barnes, president; A. H. Sherratt, secretary and manager.

FORFEITURE AND LAPSE IN LIFE INSURANCE. [See Non-Forfeiture Laws.]

FORREST, ALFRED EDGAR, vice-president and secretary of the North American Accident Insurance Company, Chicago, was born in Northumberland county, Canada, April 22, 1863, of Scotch and English parentage. He received a common and high school education. His boyhood days were spent on a farm, and at the age of twenty he entered the insurance business. He is the author of the present Casualty Law of Illinois, passed in 1899, organized the North American Accident Insurance Company of Chicago, and is also a member of the executive committees of the International Association of Accident Underwriters and of the Detroit Conference.

FOSTER, ALFRED DWIGHT, president of the New England Mutual Life Insurance Company, was born at Worcester, Mass., April 27, 1852, was graduated from Harvard University in 1873, and from the law school of the Boston University in 1875. He practiced law at Boston and acted as counsel for the New England Mutual Life until January, 1893, when he was elected vice-president. He was elected president in 1908.

FOUSE, L. G., president of the Fidelity Mutual Life Insurance Company of Philadelphia, was born in Blair county, Pennsylvania, October 21, 1850. In 1870 he entered the life insurance business in the capacity of solicitor. He organized the Fidelity Mutual Life in 1878, and is now and has always been its president. Mr. Fouse is the author of numerous publications on life insurance, and has served in a number of companies as consulting actuary. He was the first in this country to formulate a plan adapted to the conditions as they exist in the United States, based on the actual experience of British offices, for insuring under-average or impaired lives, and was the first to compile tables from the records of the War Department of the United States Government of the army officers' mortality experience (1828 to 1893), including and excluding war hazards. He is a member of a number of scientific organizations, through which he has contributed articles of special interest with reference to the economic and ethical features of life insurance. Mr. Fouse is also a member of the executive committee of the Association of Life Insurance Presidents. [See Cyclopedica for 1898-9 and 1899-1900.]

FOWLER, JOHN A., insurance journalist, is a native of the city of Baltimore, Md., and began his career in insurance journalism

in his youth, in 1856, as associate editor of *Tuckett's Monthly Insurance Journal*, the first regular insurance periodical published in the United States, its place of issue being Philadelphia, which has been the home of Mr. Fowler since that time. He founded the *American Exchange and Review* in 1862 as a journal of finance, insurance, manufactures, etc., but in the course of a few years limited its scope to insurance economics, of which it has been for a quarter of a century a leading exponent. Associated with him during the greater part of that time was the late J. H. C. Whiting as publisher. Mr. Fowler is the author of several valuable works on insurance, among which may be mentioned the "Pennsylvania Insurance Handbook," published in 1860, and the "Pennsylvania Insurance Digest," published in 1868. But his *magnum opus* is his "History of Insurance in Philadelphia for Two Centuries," published in 1888, which is substantially a history of insurance in the United States, a work of great research and erudition. Mr. Fowler retired from active journalism January 1, 1909.

FRANKFORT MARINE, ACCIDENT, AND PLATE GLASS INSURANCE COMPANY of Frankfort-on-the-Main, Germany. C. H. Franklin, United States manager, New York.

FRANKLAND, FREDERICK W., F. I. A., the associate actuary of the New York Life Insurance Company, was born April 18, 1854, at Manchester, England, and is the son of the late Sir Edward Frankland, K. C. B., of the British Government School of Mines and of the Royal Institution of Great Britain and Ireland. Mr. Frankland was educated at University College, London, and was private assistant in his father's chemical laboratory in the science and art department at South Kensington. He entered the New Zealand civil service as a cadet in 1876, was actuary of the New Zealand Friendly Societies' Registry office, 1878 to 1890; actuary of the New Zealand Government Insurance Department, 1884; government actuary and statist, 1886; government insurance commissioner of New Zealand, 1889; assistant actuary of the Atlas Assurance Company of London, 1890; New Zealand Government delegate to the International Congress of Hygiene and Demography at London, 1891. Was appointed associate actuary of the New York Life in 1893. Having inherited a substantial fortune from his father, he resigned his appointment in 1902 and returned to live in New Zealand, where he is engaged in studying the new labor laws and labor conditions of that colony, and also on original researches in connection with the philosophical foundations of mathematics. Mr. Frankland is a member of the Institute of Actuaries and the Actuarial Society of America, and a fellow of the Royal Statistical Society of London.

FRANKLIN FIRE INSURANCE COMPANY of Philadelphia. Chartered 1829; capital, \$400,000. Alfred E. Duncan, president; Ezra T. Cresson, secretary.

FRANKLIN FIRE INSURANCE COMPANY, Washington, D. C. Organized 1818; capital, \$125,000. James L. Norris, president; W. P. Young, secretary.

FRANKLIN INSURANCE COMPANY, Wheeling, W. Va. Organized, 1862; reorganized 1883; capital, \$200,000. J. N. Vance, president; Alfred Paull, secretary.

FRANKLIN LIFE INSURANCE COMPANY, Springfield, Ill. Organized 1884. Edgar S. Scott, president; Henry Abels, secretary.

FRATERNAL BENEFICIARY ORDERS. [For a description of their general plans and purposes see CYCLOPEDIA OF INSURANCE for 1897-98.] These organizations are in theory formed and carried on for the sole benefit of their members and their beneficiaries, and not for profit. They have a lodge system, with ritualistic work and representative form of government. They make provision for payment of benefits in case of death by assessments or dues collected from their members. Some also provide for the payment of benefits in case of sickness, or temporary physical disability as a result either of disease, accident, or old age.

The principle of co-operation is the corner-stone of these organizations. In its simplest expression it involved the collection on the death of a member of a uniform sum from each of the survivors, and the payment of the total thus gathered to the beneficiary of the deceased. The labor of making the collection was given as a fraternal act by a brother chosen for the office. The election of a new member to fill the place of the deceased was supposed to be sufficient to secure a uniform benefit, and perpetuate the life of the order. The principle found expression in the guilds or confraternities of Europe as early as the eleventh century. But this primitive form, though holding the basic principle of all fraternalism, was long since outgrown. The principle, however, is of abiding value to mankind. It found congenial soil in the Masonic organizations and in the order of Odd Fellows before it was developed into the fraternal beneficiary orders of the present day.

The first man who recognized the possibilities of its broader application, and embodied it in a fraternal order, was John Jordan Upchurch, who founded upon it in 1868 the Ancient Order of United Workmen. It was he who adapted the lodge system and ritualistic work to co-operative relief on a large scale. Since he blazed the way many orders have appeared, differing somewhat in the amount of benefit and rate of assessment and in the method of collecting and disbursing the funds, but retaining the lodge system and social or fraternal features.

During the decade from 1880 to 1890 the multiplication of these orders in the United States was most prolific. The eleventh census reported that on December 31, 1889, there were in the United States 298 orders with 40,342 subordinate branches or lodges.

The number of these orders afterwards decreased. Of the survivors nearly all of the oldest and most vigorous now belong to the National Fraternal Congress, which numbered at the annual meeting at Buffalo, N. Y., in August, 1908, fifty-five separate orders, with a total membership at the close of 1907 of 4,302,124. These orders during the year 1907 paid benefits of \$63,462,860.83. They

had at the close of that year \$6,091,568,393.48 in force. The membership in the Associated Fraternities of America, representing the younger orders, at the close of 1907, had a total membership of 1,248,703. These orders during 1907 paid benefits of \$13,737,396.13, and had \$1,340,080,971.80 in force.

Nearly all the orders organized prior to 1895, on the old assessment lines, having found that with growing mortality their original rates were inadequate, have made radical changes in their methods. No uniform plan prevails with all, but the general principal adopted is the collection of greater rates, the advance being made each successive year according to age, or at longer stated periods. The post mortem mode of collecting premiums has also been abandoned by many, and payments at the beginning of the policy year substituted. The National Fraternal Congress in 1899 adopted the form of a legislative act, the purpose of which was to enforce rates and rules that will enable the orders to meet their engagements with members at maturity. This act has been introduced in a number of state legislatures, and has been adopted in several. During 1904, 1905, 1906 and 1907, a number of the orders revised their rates, or took steps to that end, but the question of a table of mortality on which to base adequate rates is still a question of debate among the orders.

FRATERNAL BENEFICIARY ORDERS, STATES REQUIRING STATEMENTS FROM. The fraternal orders are required to return annual statements in the following states:

Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, Wisconsin, Wyoming, Louisiana, West Virginia.

In the following states fraternal orders are exempted from rendering statements to the authorities:

California, Florida, Kentucky, Oregon, Rhode Island, Utah.

FRATERNAL BENEFICIARY SOCIETIES AND ORDERS. The following are the principal organizations of this class and the latest reported number of their members in the United States and Canada:

Odd Fellows,	\$1,396,319
Free Masons,	1,288,562
Modern Woodmen of America,	920,079
Knights of Pythias,	698,536
Ancient Order of United Workman,	219,729
Knights of the Maccabees,	285,841
Improved Order of Redmen,	471,661
Royal Arcanum,	240,850
Foresters of America,	235,441
Independent Order of Foresters,	260,000
Woodmen of the World,	529,023
Benevolent and Protective Order of Elks,	284,321
Ancient Order of Hibernians,	217,000
Ladies of the Maccabees,	156,609

Junior Order of United American Mechanics,	194,741
Knights of the Modern Maccabees,	112,846
Knights of Columbus,	210,078
Ladies Catholic Benevolent Association,	102,129
Knights and Ladies of Honor,	96,000
Knights of the Golden Eagle,	71,960
Tribe of Ben Hur,	100,315
National Union,	62,000
Order of Eagles,	311,159
Court of Honor,	65,000
Catholic Mutual Benevolent Association,	59,442
Improved Order of Heptasophs,	77,389
Protected Home Circle,	65,273
Knights of Honor,	40,126
United Order of American Mechanics,	36,554
Brith Abraham Order,	61,389
Ancient Order of Foresters,	40,992
Brotherhood of American Yeoman,	61,671
Order of Gleaners,	56,000
Sons of Temperance,	34,879
New England Order of Protection,	54,119
Independent Order of B'nai B'rith,	30,283
Knights of Malta,	30,000
Independent Order of Rechabites,	491,000
Smaller organizations,	536,642
Total,	\$10,175,976

FREEHOLDERS INSURANCE COMPANY, Topeka, Kansas. Organized 1904; capital, \$200,000. Thomas Page, president; G. A. Bailey, secretary.

FRELINGHUYSEN, FREDERICK, president of the Mutual Benefit Life Insurance Company, is a native of Newark, N. J., where he was born in 1849, and is the son of Frederick T. Frelinghuyssen, secretary of state of the United States in President Arthur's cabinet. He was graduated from Rutgers College, N. J., in 1868, and practiced law in Newark until elected president of the Howard Saving Institution of Newark in 1887, and has been prominently connected with large financial affairs in New Jersey. Mr. Frelinghuyssen became a director of the Mutual Benefit Life in 1890, and was elected president on the resignation of Amzi Dodd in 1902.

FRICKE, WILLIAM A., M.D., ex-commissioner of insurance of Wisconsin, was born in the city of New York, May 15, 1857. He had a college education and is a graduate in medicine, and has also practiced law. Dr. Fricke was the candidate for commissioner of insurance on the Republican state ticket in 1894, was elected to succeed Commissioner Root in January, 1895, and was re-elected in 1896. He was appointed by the legislature of Wisconsin, in 1895, chairman of the commission to revise the insurance laws of the state. In October, 1898, a few months before the conclusion of his term of office of insurance commissioner, he resigned to accept the New York metropolitan general agency of the Union Central Life Insurance Company of Cincinnati. As a result of the National Convention of Insurance Commissioners held in Milwaukee in September, 1898, which was arranged by, and of which he was vice-president, Dr. Fricke early in 1899 issued "Insurance: a Text-book,"

being a compilation of the essays delivered at the convention. He has also written and delivered many addresses on correct methods in life insurance and supervision; some of which favorable mention has been made are: "The Limitations of Assessment Life Insurance," "There is but One System of Life Insurance," "The Discretionary Powers of an Insurance Commissioner," and "Success in the Life Insurance Field." He has more recently written an extensive treatise on "The Law of Distribution of Surplus of Life Insurance Companies," which was widely discussed. At the National Convention of Insurance Commissioners in 1899 the commissioners elected him an honorary member. He was president of the Wisconsin Society of New York, 1902-1903. He resigned the New York general agency of the Union Central Life in 1905, and was engaged as counsel before the Wisconsin Legislative Insurance Committee in 1906 and 1907.

FRYER, GREVILLE EDWARD, secretary and treasurer of the Insurance Company of North America. [See Death Roll.]

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GAGE, WILLIAM T., general agent for Michigan of the Northwestern Mutual Life Insurance Company, was born in the state of New York March 16, 1844. He is a graduate of Dartmouth College, and while still an undergraduate served in the army, returning after the term of his enlistment expired and completing his course. After graduation he followed teaching as his profession until 1883. He was successively president of the Highland University, professor in the State University of Kansas, and principal of the Hartford Female Seminary. He entered the life insurance business as general agent of the Ætna Life for Michigan, and this position he held until 1889, when he resigned to accept the general agency for the Northwestern Mutual in the state of Michigan. He was president of the Michigan Life Insurance Agents Association in 1890-91.

GALACAR, CHARLES E., vice-president of the Springfield Fire and Marine Insurance Company, is a native of Boston, Mass., where he was born September 17, 1845. He was educated at the grammar and high schools of Boston, and his first business connection was with a Boston and New York East India importing house. He entered the fire insurance business as special agent of the National Fire of New York, and traveled for the company in the eastern and middle states. On June 1, 1881, he became special agent of the Phoenix of Hartford for eastern New England, with headquarters at Boston. On March 10, 1888, Mr. Galacar was made assistant secretary of the company and removed to Hartford. He was elected second vice-president February 2, 1891, and continued with the Phoenix in that capacity until he retired from its service October 1, 1896, to take the vice-presidency of the Springfield Fire and Marine.

GALLAGHER, THOMAS E., general agent of the western department of the Ætna Insurance Company, Chicago, was born at Dansville, N. Y., July 31, 1848. He was educated in the common schools, and began his business career in mercantile pursuits. He was a local agent at Elmira, N. Y., in the early eighties, and in 1886 became special agent for New York state for the Washington Fire and Marine Insurance Company. Two years later he was appointed special agent for the Continental in New York state and subsequently general agent. In 1894 he was appointed special agent for the Ætna Insurance Company in New York state, and in 1897 he became associated with N. E. Keeler as general agent for the

western department of the *Ætna*, with headquarters at Cincinnati, Ohio. He was elected president of the Fire Underwriters Association of the Northwest at the meeting in 1904, and was president of the Underwriters' Association of New York state in 1891-92, and vice-president of the Western Union in 1906-07. January 1, 1908, he succeeded Keeler & Gallagher as general agent, western branch, *Ætna* Insurance Company, which was on June 1, 1908, removed to Chicago.

GAMMONS, CHARLES W., life underwriter, was born at Cohasset, Mass., in 1865. He was educated in the public schools and is a graduate of the English High School, Boston. In 1883 he entered the service of James T. Phelps, general agent for Boston of the National Life of Montpelier, as a clerk. He was admitted on October 1, 1897, to partnership with Mr. Phelps and J. Howard Edwards, under the firm name of James T. Phelps & Co., state agents of the National Life. He has been a member of the executive committee of the Boston Life Underwriters' Association for several years, was vice-president in 1899, and president in 1900, and is vice-president of the Cohasset Savings Bank, a director of the United States Trust Company of Boston, and a director of the National Life Insurance Company of Montpelier, Vt.

GANSE, FRANKLIN W., vice-president of The Columbian National Life Insurance Company of Boston, is a native of New York city, where he was born May 31, 1859. He was educated in the New York public schools, St. Louis high school, and St. Louis law school, and engaged in the practice of law in Chicago. He was Chicago manager and supervisor of the central department of the Columbian National Life when appointed to his present position in 1905.

GARDNER, WILLIAM J., resident secretary of the accident and liability department of the *Ætna* Life Insurance Company at New York City, is a native of Wisconsin, where he was born, of American parentage, August 14, 1869. He was educated in the public and high schools, and studied law. He began his insurance career with the Fidelity and Casualty Company in Chicago in 1898, and three years later was appointed resident manager at Chicago for the New Amsterdam Casualty Company. In 1904 he received the appointment of manager of the western department of the *Ætna* Life with headquarters at San Francisco, and retained that position until appointed to his present position in 1906.

GASTON, GEORGE H., second vice-president of the Metropolitan Life Insurance Company of New York, was born at Newark, N. J., April 11, 1858. After a public school education he entered, at the age of sixteen, the service of the Prudential of Newark, where he learned the industrial system of life insurance. He became identified with the Metropolitan Life as office clerk in 1879, was promoted to head clerk, was elected secretary in January, 1891, was

elected a director at the annual meeting of the stockholders, April 12, 1892, and at the next regular meeting of the board of directors on April 26, 1892, was elected second vice-president. He was then thirty-four years old. Holding the offices of secretary and second vice-president until May 17, 1894, he then resigned the secretaryship, and has since continued as second vice-president.

GAY, EDWARD S., southern manager for the Insurance Company of North America, the Philadelphia Underwriters, and Alliance Insurance Company, with headquarters at Atlanta, was born in 1846, and while a mere boy, the war breaking out, entered the Confederate service. He came out of the war with a captain's commission, being then only eighteen years of age. He turned his attention to insurance, and, in 1869, went to Dallas, Texas, where he did a successful business as a local agent and adjuster. In 1872 he was appointed Texas state agent for the Insurance Company of North America. Remaining there until 1875, he was called by the company to Atlanta to take charge of its business in the south as general manager. In 1897 he was appointed southern manager of the Philadelphia Underwriters, and in 1905 southern manager for the Alliance Insurance Company of Philadelphia. Captain Gay was one of the originators of the South Eastern Tariff Association, of which organization he was elected president in 1898, and re-elected in 1899. He is an orator of unusual gifts, and has taken an active part in the discussion of insurance matters in the south.

GELDERT, LOUIS N., insurance journalist, is a scion of an old Nova Scotian family of English ancestry. He was born at Windsor, N. S., February 26, 1863, and was educated in the public schools of his native town. He joined the staff of *The Standard* of Boston in April, 1884. In 1892 he relinquished journalism for a short time in an effort to establish an insurance department of the World's Columbian Exposition at Chicago, but in July of the same year he became manager of the *Insurance Herald* of Louisville. In May, 1897, he was made superintendent of agencies of the southern department of the Washington Life of New York, and early in 1898 entered into partnership with Mr. Sylvester Judd, under the firm name of Judd & Geldert, managers of the department of eastern New York of the Prudential Insurance Company of America, in its ordinary branch. Mr. Geldert was elected secretary of the Life Underwriters' Association of New York in 1899. In October, 1899, he returned to insurance journalism, purchasing the interest of his partners in the *Insurance Herald*, for the publishing of which he organized the Insurance Herald Company, incorporated, and was elected its president and manager. In 1907 he disposed of his interests in the *Herald* and later assumed the general management of the old *New York Insurance Journal*.

GELDERT, HOWARD, managing editor of the *Insurance Herald* of Atlanta, Ga., is a native of Windsor, Nova Scotia, and is of English descent. He was born on December 9, 1866, and re-

ceived his education in the public schools of his home town. In April, 1886, he came to the United States and for nearly fifteen years was engaged in manufacturing and mercantile lines in Boston, Mass. He entered insurance journalism in January, 1901, becoming associated with his brother, Louis N. Geldert, on the *Insurance Herald*, and on the removal of the *Herald* to Atlanta, in November of the same year, was made business manager. Upon the retirement of Louis N. Geldert from active management of the *Herald*, in January, 1907, Howard Geldert was placed in direct charge of the Atlanta office.

GENERAL ACCIDENT, FIRE AND LIFE ASSURANCE CORPORATION, LIMITED, of Perth, Scotland. Organized in 1891; entered the United States in 1899. Franklin J. Moore, United States manager; C. H. Boyer, industrial department manager; Walter E. Hoag, liability department manager.

GENERAL ADJUSTMENT BUREAU was organized at a meeting of company officers held in New York in November, 1905. It is an incorporated body, and its purposes are to adjust losses and to have general charge over adjustment of losses in the larger eastern cities. Frank Lock, manager of the Atlas, was elected president, and C. D. Dunlop, vice-president of the Providence-Washington, vice-president. An executive committee was also elected as follows: E. H. A. Correa, Home, chairman; Henry Evans, Continental; Edward Milligan, Phoenix; Henry W. Eaton, Liverpool and London and Globe, and C. F. Shallcross, Royal. W. J. Greer is manager of the bureau, with headquarters in New York. At the annual meeting in 1909, E. H. A. Correa, of the Home was elected president, and C. D. Dunlop of the Providence-Washington was re-elected vice-president. The executive committee elected was as follows: Col. A. H. Wray, C. D. Dunlop, Edward Milligan and Henry Evans.

GENERAL INSURANCE COMPANY, THE (marine), of Dresden, Saxony. Jacob Bertschmann, attorney, New York.

GENERAL MANAGERS' ASSOCIATION OF THE PHOENIX MUTUAL LIFE INSURANCE COMPANY was organized in May, 1904, and Jules Girardin was elected president, James S. Norris, vice-president, and Will A. Waite, Detroit, secretary. At the annual meeting held in Chicago in June, 1909, officers were elected as follows: President, H. H. Kohn, Albany, N. Y.; vice-president George L. McDonald, Louisville; secretary-treasurer, Will A. Waite, Detroit.

GEORGIA ASSOCIATION OF LIFE INSURERS was organized by life insurance agents at Atlanta, October 12, 1892. Thomas Peters was the first president, and Clarence Angier the first secretary. The present officers and executive committee, who were elected at the annual meeting in February, 1909, are: Presi-

dent, Hugh M. Willet, Penn Mutual; vice-president, J. M. Skinner, Prudential; secretary and treasurer, Alfred C. Newell, Columbian National; executive committee: W. E. Hawkins, R. F. Shedden, C. C. McGehee, R. L. Foreman and George M. Hope.

GEORGIA LOCAL UNDERWRITERS' ASSOCIATION was organized in March, 1898, with F. W. Cole, president, and W. P. Calloway, secretary. At the annual meeting, held in Savannah, in May, 1908, the following officers were elected: President, Edgar Dunlop, Atlanta; vice-president, Morris Harris; second vice-president, C. H. Newton; secretary, Rutherford Lipscomb, Atlanta; assistant secretary, C. A. Rauchenberg, Jr.; treasurer, F. O. Tickner.

GEORGIA HOME INSURANCE COMPANY, THE, Columbus, Ga. Organized 1859; capital, \$300,000. J. Rhodes Browne, president; William C. Coart, secretary.

GEORGIA, INSURANCE SUPERVISION IN, 1869-1909. The act creating an insurance department in Georgia was approved March 19, 1869, the comptroller-general being charged with the duties of supervision as insurance commissioner *ex officio*. The officials, who are elected by the people for a term of four years, have been: Madison Bell, 1869-1873; W. L. Goldsmith, 1873; William A. Wright, appointed September 20, 1873, to fill vacancy, and elected for full term October, 1880, and re-elected for each term since.

GERMAN ALLIANCE INSURANCE COMPANY of New York was organized in May, 1896. The officers are: William N. Kremer, president; Charles G. Smith, secretary; Charles H. Coffin and Edwin M. Cragin, assistant secretaries. W. H. Sage is the manager of the western department at Chicago, J. C. Ingram assistant manager, W. L. Lerch second assistant manager. George H. Tyson is general agent of the Pacific department at San Francisco, Herbert Folger assistant general agent. The company does agency business throughout the United States. Capital \$400,000, and net surplus, December 31, 1908, \$516,933. The directors are: Charles F. Ackermann, John Claflin, Ralph L. Cutler, Louis F. Dommerich, Otto L. Dommerich, Eustis L. Hopkins, William N. Kremer, Woodbury Langdon, Lowell Lincoln, Charles Stewart Smith, Henry C. Ward, Alfred R. Whitney, Louis Windmüller.

GERMAN-AMERICAN FIRE INSURANCE COMPANY, Washington, D. C. Organized 1873; capital, \$100,000. Herman Gasch, president; H. H. Bergmann, secretary.

GERMAN-AMERICAN FIRE INSURANCE COMPANY, Baltimore, Md. Organized 1880; capital, \$200,000. M. Meyerdirck, president; T. H. Manson, secretary.

GERMAN AMERICAN INSURANCE COMPANY of New York was organized March 7, 1872. Capital stock, \$1,500,000; net surplus December 31, 1908, \$5,467,353. Under the New York law

providing for a special reserve fund and guarantee surplus fund the company has \$750,000 deposited with the insurance department. The officers are: William N. Kremer, president; Louis F. Dommerich, vice-president; Charles G. Smith, secretary. Charles H. Coffin and Edwin M. Cragin, assistant secretaries. The western department office is at Chicago, W. H. Sage manager, J. C. Ingram assistant manager, and W. L. Lerch second assistant manager. The Pacific coast office is at San Francisco, George H. Tyson general agent, Herbert Folger, assistant general agent. The directors are Charles F Ackermann, Joseph H. Choate, John Claflin, Ralph L. Cutter, Louis F. Dommerich, William N. Kremer, Woodbury Langdon, Lowell Lincoln, George W. Perkins, Charles Stewart Smith, Julius A. Stursberg, Henry C. Ward, Alfred R. Whitney, Louis Windmüller, William Wood.

GERMAN-AMERICAN INSURANCE COMPANY, Pittsburg, Pa. Organized 1873; capital, \$100,000. J. H. Aufderheide, president; W. J. Patterson, secretary and treasurer.

GERMAN COMMERCIAL ACCIDENT COMPANY, Philadelphia, Pa. Organized 1908; capital, \$100,000. Albert H. Ladner, president; Horace B. Meininger, secretary and general manager.

GERMAN FIRE INSURANCE COMPANY, Baltimore, Md. Organized 1865; capital, \$500,000. C. H. Koppelman, president; John P. Lauber, secretary.

GERMAN FIRE INSURANCE COMPANY, Indianapolis, Ind. Organized 1854 as German Mutual; reorganized 1896; capital, \$100,000. Theodore Stein, president; Lorenz Schmidt, secretary.

GERMAN FIRE INSURANCE COMPANY, Peoria, Ill. Organized 1876; capital, \$200,000. B. Cremer, president; C. Cremer, secretary.

GERMAN FIRE INSURANCE COMPANY, Pittsburg, Pa. Organized 1862; capital, \$300,000. A. E. Succop, president; A. H. Eckert, secretary and treasurer.

GERMAN FIRE INSURANCE COMPANY, Wheeling, W. Va. Organized 1867; capital, \$200,000. W. F. Stifel, president; F. Riester, secretary. Assets, \$630,546.51.

GERMANIA FIRE INSURANCE COMPANY, New York. Organized 1859; capital, \$1,000,000. Hugo Schumann, president; Gustav Kehr, secretary.

GERMANIA INSURANCE COMPANY of New Orleans. Organized 1902; capital, \$100,000. This company re-insured in the Teutonia Insurance Company of New Orleans in 1908, and retired.

GERMANIA LIFE INSURANCE COMPANY, THE, New York. Organized 1860; capital, \$200,000. Cornelius Doremus, president; Carl Heye, secretary.

GERMAN INSURANCE COMPANY, Louisville, Ky. Organized 1854; capital, \$200,00. W. H. Edinger, president; Henry C. Walbeck, secretary.

GERMAN MUTUAL FIRE INSURANCE COMPANY, Covington, Ky. Organized 1874. Charles Mahlmann, president; W. F. Schild, secretary.

GERMAN MUTUAL INSURANCE COMPANY, Cincinnati, Ohio. Organized 1858. Leonard Schreiber, president; H. A. Rat-terman, secretary.

GERMAN MUTUAL LIFE INSURANCE COMPANY, St. Louis, Mo. Organized 1857. N. Guerdan, president; Wm. C. Uhri, vice-president; Edwin J. Meyer, secretary; J. C. Harvey, consulting actuary and superintendent of agents. Assets, \$641,450.05; liabilities, \$503,002.25; surplus, \$138,447.80.

GERMAN SECURITY INSURANCE COMPANY, Louisville, Ky. Organized 1867; capital, \$100,000. J. S. Barret, president; Ben Frese, secretary.

GERMAN UNION FIRE INSURANCE COMPANY, Baltimore, Md. Organized 1906; capital, \$300,000. R. D. Tweedale, president; W. A. Shenton, secretary.

GIDDINGS, THERON F., general superintendent of agencies of the Michigan Mutual Life Insurance Company, was born at Kalamazoo, Mich., December 25, 1843. He was educated at Kalamazoo College; was a hardware merchant for twenty years, clerk of the Circuit Court of Kalamazoo county for twelve years, and receiver of the National City Bank of Marshall, Mich., in 1891. From 1893 to 1897 he was commissioner of insurance of Michigan. Since the latter year Mr. Giddings has been a member of the executive staff of the Michigan Mutual Life.

GIFFIN, JOHN HENRY, second vice-president of the Manhattan Life Insurance Company, was born in the city of New York, July 2, 1848. He was educated in the public schools of that city and was one year in the College of the City of New York. After leaving college he was with the Niagara Fire Insurance Company for a short time, then with C. C. Warren & Co., wholesale boot and shoe dealers, and later was connected with S. H. Benoist & Co., a banking and brokerage firm in Wall Street. He joined the forces of the Manhattan Life in 1866, and in 1890 was appointed assistant secretary, and in 1900 secretary of the company. He was appointed second vice-president in 1905. He is one of the trustees of Enoch Morgan's Sons Co., New York city.

GILBERT, CHARLES E., secretary of the Aetna Life Insurance Company, is a native of Wallingford, Conn. He entered the office of the Aetna Life in August, 1868, and has served as bookkeeper,

cashier, assistant secretary, and secretary, having been elected to the last named office in February, 1905.

GILLETTE, WALTER R., formerly general manager of the Mutual Life Insurance Company of New York. [See Death Roll.]

GIRARD FIRE AND MARINE INSURANCE COMPANY, Philadelphia, Pa. Organized 1853; capital, \$500,000. Henry M. Gratz, president; Edwin F. Merrill, secretary.

GIRARD LIFE INSURANCE COMPANY, Philadelphia, Pa. Organized 1907; capital full paid, \$300,000. Nathan T. Folwell, president; Albert Short, secretary.

GLADWIN, ELLIS W., vice-president and secretary of the Home Life Insurance Company of New York, was born in 1858 at Middletown, Conn., and was educated at the Polytechnic Institute, Brooklyn, and in Europe. He was engaged in the banking and brokerage business in Wall Street from 1879 to 1892, being a member of the firm of Gladwin & Co., members of the New York Stock Exchange. He was appointed secretary of the Home Life in 1892, and vice-president and secretary in 1905.

GLENS FALLS INSURANCE COMPANY, Glens Falls, N. Y. Organized 1849; capital, \$200,000. J. L. Cunningham, president; R. A. Little, vice-president; E. W. West, secretary.

GLIDDEN, H. H., manager of the Chicago Board of Underwriters, has been in the insurance business since 1875, when he became a local agent at Springfield, Ill. In 1882 he went into the service of the North British and Mercantile Insurance Company as a special agent, and subsequently became successively assistant superintendent of the western department and resident secretary at Chicago. In August, 1894, he was elected manager of the Chicago Underwriters' Association, being re-elected annually, and was elected manager of the Chicago Board of Underwriters when the association disbanded in January, 1906.

GLOBE AND RUTGERS FIRE INSURANCE COMPANY of New York. Organized 1899; capital, \$400,000. E. C. Jameson, president; Lyman Candee, vice-president; W. H. Paulison, and J. T. Gordon, secretaries.

GODDARD, CHRISTOPHER M., secretary and electrician of the New England Insurance Exchange, was born at Claremont, N. H., April 16, 1856, and was educated at the public schools of that place and the Episcopal Academy of Cheshire, Conn. He was graduated from the Chandler Scientific School of Dartmouth College, second in his class, in 1877. For three years he was instructor of the higher mathematics and natural science at the Episcopal Academy, of which he had been a student, and four years he was a clerk in the banking house of Hatch & Foote in New York city.

In the year 1890 he accepted the position of electrical inspector for the New England Insurance Exchange. The following year he was appointed secretary of the organization, with the general supervision of its electrical department. Mr. Goddard was the originator of the movement which resulted in the organization of the Underwriters' National Electric Association, and is its secretary. He is also a member of the consulting engineers of the National Board of Fire Underwriters and president of the National Fire Protection Association, a member of the executive committee of the National Conference on Standard Electrical Rules, and a member of the American Institute of Electrical Engineers and of the American Electrochemical Society, also a director of the Underwriters Laboratories Corporation of Chicago.

GOODING, JOHN M., was born in Pownal, Me., September 18, 1857. When eight years of age he removed to Yarmouth, Me., with his parents, where he received his education, and where he was for many years engaged in the retail grocery business. In 1888 he moved to Portland, where he became general agent of the Northwestern Mutual Life Insurance Company. He remained with this company ten years, and in 1898 accepted the management for the state of Maine of the Union Central Life of Cincinnati, which position he still holds.

GOODRICH, THOMAS P., was born at Newton, N. H., in February, 1844. His early ambitions to secure an education were cut short by the opening of the Civil War in 1862. At the age of eighteen he enlisted in the Sixth New Hampshire and served until the surrender of Lee at Richmond. He was engaged in very nearly all the important battles on the Peninsula, receiving honorable mention by his superior officers. After the war Mr. Goodrich again took up his studies and engaged in teaching for a short time. He afterwards was in the employ of Anderson, Heath & Co. of Boston, but about thirty years ago removed to New York and became connected with the Provident Life and Trust Company, which he has represented in that city ever since. Mr. Goodrich has been a member of the New York Life Underwriters' Association practically since it started, has always manifested an interest in its work, but declined to accept office until 1896, when he was made secretary. The following year he was elected chairman of the executive committee. At the annual meeting in February, 1898, Mr. Goodrich was elected president. He is a thirty-second degree Mason and a member of the G. A. R., of the Society of the Sons of the Revolution and N. H. Society of New York.

GOODWIN, WARREN F., of Hall & Henshaw, was born at Boston, Mass., in 1857. He graduated from the Brooklyn Polytechnic Institute in 1873, and at once engaged in the fire insurance business, entering the New York office of the London Assurance, then managed by Frame, Hare & Lockwood. He remained there till October, 1882, when Henry H. Hall, United States manager of the Northern of

London, offered him a position in the agency department, which he accepted. January 1, 1887, he was appointed manager of the central department, with headquarters at Cincinnati. His territory included the states of Ohio, Indiana, West Virginia, Kentucky, Tennessee, and Arkansas. This position he retained until July 1, 1893, when the central and northwestern departments were consolidated into the western department, with headquarters at Chicago. Mr. Goodwin and W. D. Crooke were appointed associate managers. In March, 1894, the Union of London established a western department at Chicago, to be managed by Mr. Goodwin in association with Hall & Henshaw, the United States managers at New York. In 1901 the western department was consolidated with the general office at New York, and Mr. Goodwin removed to that city. He is a member of the firm of Hall & Henshaw.

GRANITE STATE FIRE INSURANCE COMPANY, Portsmouth, N. H. Organized 1885; capital, \$200,000. Calvin Page, president; Alfred F. Howard, secretary.

GRANNISS, ROBERT A., former vice-president of The Mutual Life Insurance Company of New York, was born in Brooklyn, N. Y., in 1840, the youngest of three sons of George B. Granniss, a well-known and highly respected New York merchant. His education was completed at the Polytechnic Institute of Brooklyn in 1856, and he entered the New York office of the wholesale dry goods house of Kent, Paine & Co., whose business was conducted in Richmond, Va., where he subsequently lived until the Civil War broke out, and then he returned north and obtained employment in the wire manufacturing concern of Nelson & Richmond at 81 John Street, New York. After a year or two he entered the office of the New York Life as a clerk in the renewal premium register department, where he continued for about a year, when he accepted a position as entry clerk in the wholesale grocery importing house of Sturges, Bennett & Co., Front Street, New York. The duties of this position proved detrimental to his health, and he accepted an offer from The Widows and Orphans Benefit Life to become its head bookkeeper and chief clerk. This position resulted in an advancement to assistant secretary and later to the full secretaryship of the company. In 1872 he was appointed secretary of the Metropolitan Life, and in 1877 was elected second vice-president of the Mutual Life, in which position he served eight years, when, in 1885, he was elected vice-president of the company. Mr. Granniss was a trustee of the Mutual Life Insurance Company of New York and a director in the United States Mortgage and Trust Company of New York. Mr. Granniss resigned as vice-president and trustee of the Mutual Life in April, 1906.

GRANT, LEROY, state auditor of Wyoming, having supervision of insurance, was born at Columbia, Herkimer county, N. Y., September 7, 1847. He is a graduate of Whitesboro College of the class of 1867. He was a merchant for many years, and removing

to Wyoming continued the business there. Among the public offices held by Mr. Grant were those of receiver of public moneys, member of the Wyoming legislature five terms, and mayor of the city of Laramie one term. He was elected state auditor in 1898 for the term beginning in 1899, and was re-elected for the term beginning in 1903.

GRANT, TOM C. formerly Pacific coast manager of the North British and Mercantile Insurance Company, with headquarters at San Francisco, is a native of Charlestown, Mass., and was one of the early immigrants to California by the way of Cape Horn. He worked his passage and arrived in San Francisco in 1861. After the usual vicissitudes of the pioneer Californian he settled down in the insurance business in 1864, as a solicitor for the old Pacific Insurance Company, which met its death in the great Chicago fire. He went to Chicago to bury it, and on his return accepted an offer of a general agency with the Fireman's Fund. In 1874 he was appointed manager for the North British and Mercantile for its Pacific coast department, a position he held until 1907 when he resigned.

GRAY, EDWARD, secretary of the Prudential Insurance Company, was born in England February 16, 1861, and received a private school education. He entered the service of the Prudential in April, 1883, and served the company in various capacities in office and field. He was elected to his present position in January, 1903.

GRAY, HENRY WEEDON, vice-president and secretary of the Orient, and agency secretary of the London and Lancashire Insurance Company, Hartford, Conn., was born in Louisville, Ky., of American parentage, May 25, 1864. He was educated in private schools and at Burlington College, and began his business life in fire insurance. He was elected secretary of the Orient Insurance Company in 1907, and made its vice-president as well in 1909.

GREAT EASTERN CASUALTY AND INDEMNITY COMPANY of New York. Organized 1892; capital, \$200,000. Louis H. Fibel, president; Thomas H. Darling, secretary.

GREAT WESTERN ACCIDENT ASSOCIATION of Des Moines, Ia. Organized 1901. H. B. Hawley, president and general manager; R. D. Emery, secretary.

GREELY, OTTO ETHAN, fire underwriter, was born in Bangor, Me., May 24, 1853. He was educated in the Minneapolis public schools and the State University, and read law with Judge Atwater of Minneapolis from 1870 to 1873, then went into the local agency of Gale & Co., and was admitted as a partner in 1877. He became special agent of the Phenix of Brooklyn in 1878, and in 1884 sold his interest in this agency to become adjuster for the same company. He was president of the Minnesota and Dakota Fire Underwriters in 1898 and 1899, and president of the Fire Underwriters' Association of the Northwest in 1900. He was elected secretary

and manager of the Calumet Insurance Company, Chicago, on January 1, 1909.

GREENE, JACOB HUMPHREY, second secretary of the Connecticut Mutual Life Insurance Company, was born in Pittsfield, Mass., June 10, 1868. He was educated in the Hartford public schools, St. Paul's School, Concord, N. H., and Trinity College, which he left after two years in 1889. He has been in the employ successively of the Michigan Central Railroad, *Hartford Courant*, and in the real estate business. He is an ex-member of the Hartford Common Council.

GRIFFITHS, JOSEPH CHARLES, fire underwriter, was born at Gloucester, England, his father being of Welsh and his mother of Anglo-French descent. He came to this country at a very early age, and received his education in the common schools and commercial colleges. Although too young at the outbreak of the Civil War to take an active part in the fighting, he still saw service as paymaster's clerk in the Mississippi River squadron under Commodore Porter. His entrance into the insurance business was as a cashier and bookkeeper for the Republic Fire Insurance Company of Chicago in 1868, and after the great fire he accepted a similar position in the office of Arthur C. Ducat. In June, 1880, Mr. Griffiths was appointed Wisconsin state agent of the Home and filled that position until December 31, 1890. In January, 1891 he assumed the Milwaukee resident secretaryship of the North British and Mercantile, and on July 1, 1894, he was appointed associate manager of the western department, which had been established at Chicago. He was general agent of the Milwaukee Mechanics from 1898 to 1902, when he resigned, and became Cook county Illinois, manager for the London Assurance Corporation. Mr. Griffiths was secretary and treasurer of the Fire Underwriters' Association of the northwest seven years, 1884 to 1890, inclusive.

GUARANTEE COMPANY OF NORTH AMERICA, THE, Montreal. Edward Rawlings, president; Richard B. Scott, secretary.

GUARDIAN FIRE INSURANCE COMPANY OF PENNSYLVANIA, Pittsburg, Pa. Organized 1906; capital, \$200,000. This company re-insured in 1908 and retired.

GUILLE, JOHN J., resident manager for the United States of the Sun Insurance Office of London, was born in Liverpool, England, May, 5, 1854, residing in that city until his removal to London in 1882. January, 1872, he became a clerk in the office of the Royal Insurance Company, where he remained until 1882, and then transferred his services to the Sun. In May, 1885, Mr. Guille was appointed secretary of the United States branch of the Sun; in May, 1886, he was made assistant manager, and in December of the same year manager, which position he has since occupied.

GUNN, JOHN W., deputy assistant secretary of the Liverpool & London & Globe Insurance Company for the Pacific coast, was born in Canada, June 17, 1864. He became a resident of the state of Washington in the year 1888, and became a citizen of the United States as early as the laws permitted. In early life he learned the printer's trade, and in due time graduated into reporting and editorial work, which he followed almost constantly until he became interested in fire insurance as a local agent at Snohomish, Wash., in the year 1891. his first companies being the Hartford and the Liverpool & London & Globe. In October, 1897, he was appointed special agent for the Liverpool & London & Globe Insurance Company, and on the first of September, 1906, received his present appointment. He is a past president of the Special Agent's Association of the Pacific Northwest, and of the Fire Underwriters' Association of the Pacific.

GUTTE, ISIDOR, Pacific coast manager. [See Death Roll.]

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HAAS, GEORGE ERNST, manager of the western department of the Atlas Assurance Company, Chicago, is of German descent, and was born at Shelbyville, Indiana, October 10, 1874. He received a public school education, and entered the fire insurance business starting with a local agency in Indianapolis. Later he accepted a position in the western department offices of the Atlas, and was appointed to his present position in 1908.

HADLEY, GEORGE F., agent of the Mutual Benefit Life Insurance Company, was born in the city of New York, October 20, 1850, of mixed English, Irish, and French ancestry. He received his education in private schools and Gonzaga College, Washington, D. C., was a drummer boy of a New York regiment during the last part of the Civil War, and a hotel clerk and manager during the earlier years of his business life. His connection with life insurance began in 1880 in the Prudential Insurance Company of Newark, in which he remained as inspector, superintendent, and supervisor until 1886, when he entered the service of the Brooklyn Life as agency superintendent. In 1894 he was elected secretary and made a member of the board of directors. In December, 1898, he was selected by the Mutual Benefit Life Insurance Company to take care of its great interests in New York state, succeeding W. W. Byington, state agent, deceased. Mr. Hadley has been prominent in all life insurance association affairs. He had been treasurer and president of the New York Association, secretary, executive committee chairman, and president of the New Jersey Society, and was secretary of the National Association until appointed secretary of the Brooklyn Life in 1895, which compelled him to decline re-election. In July, 1906, he retired from active managerial work to devote considerable of his time to travel and leisure after twenty-five years successful life insurance work. He however continues in the service of the Mutual Benefit as a large personal writer.

HAILSTORM INSURANCE. The business of insuring growing crops against damage by hail is done by small mutual and township companies in some of the western states, in conjunction with fire and tornado insurance, or independently. As this class of companies, as a rule, do not report their business to state insurance departments, or if they do are not required to distinguish separately the different kinds of business transacted, there are no statistics as yet of hailstorm insurance in the United States.

HALL, ARCHIBALD G., insurance journalist, was born in the city of New York, December 6, 1862, and obtained his education in the public schools and the College of the City of New York. Leaving college he went into the service of the American News Company, and afterward to that of the *American Agriculturist*. His relations with the insurance business began in the office of the Mutual Fire Insurance Company of New York, and he was a fire insurance broker and licensed agent three years. Mr. Hall founded in New York *The Surveyor*, and began its issue September 17, 1892. He associated with him in 1893 Mr. Harvey E. Roberts, who retired from the firm on December 3, 1902, to enter the life insurance business and *The Surveyor* is now again conducted by Mr. Hall, as editor and publisher. In 1907 he was elected President of the Insurance Herald Company, which corporation publishes the *Insurance Herald* of Atlanta. He is a member of the Insurance Society of New York, Underwriters Club, Once-a-Year Club, and the Atlantic Highlands Casino.

HALL, JOHN A., president of the Massachusetts Mutual Life Insurance Company. [See Death Roll.]

HALL, ORVILLE H., manager *Southeastern Underwriter*, was born September 18, 1868, in West Bolton, Vermont, and at the age of ten he began making his own way by working as a farm hand during the summer and attending the public schools and the Essex Classical Institute during the winter, and later became a clerk in a general merchandise store, assisting with the post-office and in the town clerk's office. In 1888 he removed to Dahlonega, Ga., and entered the business department of the North Georgia Agricultural College, from which he later graduated, and after several years' experience in wholesale and jobbing house in Atlanta he engaged in the mercantile, lumber, and gold-mining business as secretary and treasurer of the Frank W. Hall Merchandise Company at Dahlonega, Ga. During this time he became part owner and associate editor of the *Dahlonega Nugget*. In 1898 he returned to Atlanta and purchased a part interest in the *Southeastern Underwriter*, later acquiring full interest, to which he has since given his entire time and attention. He is a secret order enthusiast, being past division inspector of the Sigma Nu fraternity, past chancellor commander, and past grand representative of the Gate City Lodge, Knights of Pythias, and a member in several other orders. He is also a charter member and past captain of Kenesaw Camp, Sons of Veterans, U. S. A., and past colonel of the division, comprising all the southern states, and for four years served as personal aide on the staff of the commander-in-chief. In 1892 he was elected secretary of the Atlanta Humane Society, and in 1902 was elected captain of the Capitol City Guard, Company B, Fifth Regiment Infantry, National Guard of Georgia, which he resigned to become quartermaster of same regiment in 1907, and both of which positions he still occupies.

HAMBURG-BREMEN FIRE INSURANCE COMPANY,
THE, Hamburg, Germany. Organized in 1854, entered the United

States in 1858. F. O. Affeld, manager United States branch, New York; Charles E. Mitchell, secretary.

HAMMER, CHARLES D., former Boston manager for the Provident Life and Trust of Philadelphia, was born at Baltimore, Md., in 1844. In 1862, when eighteen years of age, he enlisted in the 124th Regiment of Ohio Volunteers, and went into the Civil War, and continued until its close, emerging with the rank of captain. He became interested in life insurance in 1875, entering the service of his present company, and in the course of time representing it at Chicago and Philadelphia, and finally at Boston. He was elected president of the Boston Life Underwriters' Association in 1897. Captain Hammer is a member of the Loyal Legion and several Boston Clubs. Retired July 1, 1906.

HAMMOND, WILLIAM B., special agent of the American Central of St. Louis in the middle department, was born at Philadelphia in 1857. He received his early education at the Moravian School, Bethlehem, Pa., and St. Paul's School, Concord, N. H., and entered Lehigh University in the fall of 1875, graduating in the class of 1879. In August, 1880, he went to Harrisburg, Pa., and entered the office of his grandfather, William Buehler, then state central agent of the Insurance Company of North America, Pennsylvania Fire, and Franklin Fire Insurance Companies. After Mr. Buehler's death he became the junior partner of the local agency firm of Buehler & Hammond. Later he associated himself with Edward Bailey, forming the agency of Hammond & Bailey, which still exists. In March, 1887, Mr. Hammond was appointed special agent of the American Central of St. Louis, for the middle department, and in February, 1901, he was made state agent of that company and the Mercantile Fire and Marine of Boston, Mass., for the same territory. He is a member of the Pennsylvania Society of Sons of the Revolution, and the Society of Colonial Wars.

HANSON, JOHN SMITH, editor of the *Insurance Observer*, was born of Scotch-Irish parentage in the city of New York, March 27, 1852. He was educated in the New York public schools, the College of the City of New York, and Columbia University Law School, graduating from the latter in 1874. In that year he was admitted to the New York bar as attorney and counsellor. After practicing law four years Mr. Hanson entered upon newspaper work as editorial writer for *Frank Leslie's Illustrated Newspaper*. He afterwards became editor of the *Wall Street Daily Indicator*, which position he held fifteen years. In 1895 he became editor of the *Chronicle*, but resigned shortly afterwards to establish the *Insurance Observer*, of which he is half owner and editor. Mr. Hanson is financial editor of the Bankers' Magazine, trustee of the Dollar Savings Bank of New York, and president of the Model Building and Loan Association of Mott Haven, N. Y.

HANOVER FIRE INSURANCE COMPANY of New York was organized April 15, 1852, and began business in the same month. The capital was then \$150,000, and is now \$1,000,000. Its charter authorizes fire and tornado insurance, and inland navigation risks, but the latter class is not written at present. Its last financial statement, December 31, 1908, showed assets of \$4,395,625.89. Its liabilities, including capital, were \$3,332,581.88, leaving a net surplus of \$1,063,044.01. The officers are: R. Emory Warfield, president; Joseph McCord, vice-president and secretary; Wm. Morrison, assistant secretary; James W. Howie, general agent.

HARDING, AMOS J., western general manager for the Springfield Fire and Marine Insurance Company, was born near Gallion, Ohio, May 2, 1839. He was educated at Ohio Central College, and began the fire insurance business in Nebraska in 1858 as a local agent. He enlisted as a private in a Nebraska regiment in 1861, was subsequently transferred to the sixth Missouri Cavalry as first lieutenant, and was mustered out at the close of the war as a captain. Returning to Nebraska he resumed his local agency, and was also for some years special agent for the Home of New York. In 1871 he was appointed special agent and adjuster for the Phenix of Brooklyn for a number of western states, and in 1876 organized the western department of the Springfield, with headquarters at Chicago.

HARDISON, FRANK H., insurance commissioner of Massachusetts, is a native of Boston, where he was born of American parentage, September 3, 1849. He was educated in the common schools and graduated from Dartmouth College in the class of 1876. He engaged in teaching and in newspaper work for a number of years, and in 1896 was appointed examiner in the Massachusetts insurance department. A year later he was appointed deputy commissioner, and was appointed to his present position in 1907 to succeed Commissioner Cutting.

HARE, J. MONTGOMERY, resident United States manager of the Norwich Union Fire Insurance Society Limited of England, and president of the Indemnity Fire Insurance Company of New York, was born at Princeton, N. J., January 20, 1842. His father was the Rev. Dr. George E. Hare, and his mother was a daughter of Bishop Hobart of New York. He began his business life as a clerk in a wholesale commission drygoods house in Philadelphia, but soon after, February 1, 1860, entered the office of the American Fire Insurance Company, and on October 1, 1861, that of the Pennsylvania Fire Insurance Company. He served one year in the Keystone Battery of Philadelphia in the Civil War. In April, 1864, he removed to New York and became a partner of Charles P. Frame, under the firm name of Frame & Hare. This firm, January 1, 1866, became Frame, Hare & Lockwood, and represented a number of prominent fire insurance companies, and were United States managers of the London Assurance Corporation. On October 1, 1877, the firm was dissolved, Mr. Lockwood withdrawing with the

London Assurance, the remaining partners continuing business in the old name. In May, 1879, the firm became managers of the Norwich Union, and continued so until December 31, 1888, when they dissolved and Mr. Hare became sole manager. He was elected vice-president of the Western Union in 1899, president of the New York Board of Fire Underwriters in 1898 and 1899, and president of the New York Fire Insurance Exchange in 1901 and 1902. He is now president of the National Board of Fire Underwriters.

HARMON, ALBION K. P., supervisor of agents, Pacific coast agency of the Connecticut Mutual Life Insurance Company, was born at Sacramento, Cal., August 2, 1857. After leaving school he was engaged in the newspaper business seven years. He then became interested in fire insurance and was a special agent on the Pacific coast for four years. In 1890 he was appointed the assistant district superintendent of the Pacific coast agency of the Connecticut Mutual Life. Mr. Harmon succeeded to his present position, with headquarters at San Francisco, in 1895. In 1907, title was changed to Supervisor of Agents, and February 1, 1909, he received the appointment of General Agent for Northern California.

HARPER, WILLIAM R., formerly vice-president and general manager of the South Atlantic Life Insurance Company, was born at Thomasville, Ga., June 27, 1874. He attended the Georgia School of Technology at Atlanta, Ga., and was for some time manager of a cotton seed oil mill. He was manager for Georgia for the Aetna Life from 1897 to 1901, and was elected third vice-president and general manager of the South Atlantic Life in 1901, and first vice-president in 1903. He resigned in 1904 and accepted a position with the Equitable Life at Philadelphia as general agent. He was appointed manager Philadelphia office, Aetna Life, in June, 1905.

HARRELL, ARTHUR E., was born at Cambridge, N. Y., October 11, 1873. Coming from the daily newspaper business he joined the staff of the *Chronicle* in September, 1895, became editor in 1897, and continued until March, 1903, when he retired from that paper. In September of the same year he took charge of the *Insurance Critic* as its editor and manager, but resigned in 1906, and was for a short time thereafter associated on the *Journalist*. In 1907 he became connected with the United States Casualty Company, and later returned to daily newspaper work. He is at present insurance editor of the New York *Commercial*.

HART, WILLIAM H., was born at Evansville, Ind., February 15, 1848. He was graduated from the Evansville high school and learned the printer's trade. He enlisted in the Civil War in 1862, and served in the Sixty-fifth Indiana Regiment, and Twenty-fifth Indiana Battery. President Grant appointed him postmaster of Frankfort, and he was third auditor of the treasury of the United States under President Harrison. He was five years assistant

cashier of the Farmer's Bank of Frankfort, Ind., and editor of the Frankfort *Banner* twelve years. He was elected auditor of state of Indiana in 1898, for the term beginning January, 1899, and re-elected in 1900 for two years. At the annual meeting of the National Insurance Convention, composed of the heads of the insurance departments of the several states of the Union, in 1901, Mr. Hart was elected president. He retired from office in January, 1903, and accepted a position with the Equitable Life, at Indianapolis.

HARTFORD BOARD OF FIRE UNDERWRITERS was organized at a meeting held February 29, 1864, and the following companies made up the membership: *Ætna*, Hartford Fire, Connecticut Fire, Phoenix Fire, Charter Oak Fire and Marine, Merchants, North American Fire, New England Fire and City Fire. Officers were elected as follows: President, H. Huntington; vice-president, Thomas A. Alexander; secretary, E. Thomas Lobdell; treasurer, B. W. Green. The present officers elected at the annual meeting in January, 1909, are: President, Charles E. Parker; vice-president, Edwin S. Cowles; secretary, Richard N. Crosby; electrical inspector, Thomas H. Day; treasurer, C. M. Goddard, Boston; executive committee, Silas Chapman, jr., chairman, H. W. Seide, Isaiah Baker, jr., H. S. Conklin, E. A. Treat.

HARTFORD FIRE INSURANCE COMPANY. The charter of the company was granted at the May session of the General Assembly in 1810, and the company was organized June 27th of that year, with Nathaniel Terry, president, and Walter Mitchell, secretary. It began business in August of the same year. The charter, a perpetual one, authorized a capital of \$150,000 in \$50 shares. In 1853 the company was authorized to increase its capital to a sum not exceeding \$300,000, and to change the par value of its shares to \$100. By later amendments the authorized capital was increased to \$3,000,000, and in 1906 the paid up capital was increased to \$2,000,000. Since its organization the Hartford has received in premiums \$210,558,067.30, and has paid in losses \$125,444,311.71. It has paid since organization \$13,770,329.00 in cash dividends, and \$950,000 in stock.

The present officers are: Chas. E. Chase, president; R. M. Bissell, vice-president; Thomas Turnbull, secretary; Frederick Samson and S. E. Locke, assistant secretaries. The Hartford has a Western Department at Chicago, Illinois, Cofran & Dugan, General Agents; and a Pacific Department at San Francisco, California, Palache & Hewitt, General Agents. The Directors of the Hartford, are: Jonathan B. Bunce, James J. Goodwin, Theodore Lyman, George Roberts, William C. Skinner, Meigs H. Whaples, James M. Thomson, Chas. E. Chase and R. M. Bissell. The Hartford does a fire and tornado and inland-marine insurance business.

HARTFORD LIFE INSURANCE COMPANY, THE, of Hartford, Conn. This company has a special charter from the Connecticut legislature, granted in 1866. It has been in continuous

and successful operation since 1867. Its policies are issued upon the legal reserve—Am. Ex. table, $3\frac{1}{2}\%$ —plan, and are up-to-date in all their features.

Besides the ordinary life, limited payment, and endowment forms, which are issued both as participating and non-participating, the company writes special contracts, such as guaranteed addition policies, five per cent. gold bonds, annually increasing, and pure endowment.

All policies have the installment settlement clause and other liberal features.

Assets, \$4,405,966.57, capital and surplus, \$1,058,685.11; ratio of assets to liabilities, 131 to 100. The Hartford has paid to policyholders and their beneficiaries more than \$33,814,134.48.

HARTFORD STEAM BOILER INSPECTION AND INSURANCE COMPANY was incorporated June 30, 1866. Capital, \$1,000,000. The object of the corporation is not simply to indemnify the owners of boilers for loss resulting from explosions, but to prevent such explosions, as far as practicable, by careful periodical inspection of all boilers under its care, made by experts in this special line of business.

The appended figures show the business of the company for 1908.

Year.	Assets.	Liabilities.	Receipts.	* Disbursements.	Risks in Force.
1908...	\$4,424,426.41	\$2,006,391.98	\$1,349,179.09	\$1,226,516.23	\$474,512,940

The present officers are: L. B. Brainerd, president and treasurer; Francis B. Allen, vice-president; C. S. Blake, secretary; and L. F. Middlebrook, assistant secretary; W. R. C. Corson, assistant secretary.

HARVEY, JULIAN C., formerly second vice-president of the National Life Insurance Company of the United States of America, is a son of the late distinguished actuary, Augustus F. Harvey of St. Louis, and was born in Lincoln, Neb., in 1869. He was for seven years assistant secretary of the Covenant Mutual Life of St. Louis, leaving it in 1897 to pursue special studies at the University of Virginia. He received the degree of LL.B. from Washington University, St. Louis, in 1898, and in the same year formed a partnership with his father as consulting actuary, continuing in that profession until he was elected second vice-president of the National Life in March, 1904, which position he resigned in 1906. He is at present in charge of the underwriting department of the German Mutual Life Insurance Company of St. Louis.

HASKELL, WALTER WILLIAMS, Pacific coast general agent for the Travelers Insurance Company, was born at West Gloucester, Mass., January 26, 1846. After a common school edu-

cation at home he removed, in 1867, to the town of Salina, Kan., being one of the pioneers thereof. The following year he was a resident of Carson City, Nevada, which he left in 1872, and located in California. In 1874 he was one of the San Francisco firm of Brown, Craig & Co. Selling out his interest there, he was appointed city agent of the Travelers Insurance Company of Hartford for San Francisco, and in March, 1885, he superseded Thomas Bennett as general agent of that company for the Pacific coast, which position he still holds.

HASTINGS, GLOVER STREET, superintendent of agents of the New England Mutual Life Insurance Company, was born in Colebrook, Litchfield county, Conn., March 2, 1864. He received a public school and business college education, and entered the employ of a brass manufacturing company in Waterbury as paymaster. He began his life insurance career in 1884 as a solicitor in New Haven, Conn., and in 1898 entered the services of the New England Mutual Life, establishing in connection with E. N. Fulsom, a general agency for the company in Connecticut and Rhode Island. He was elected to his present position in June, 1908.

HASTINGS, JAMES FREDERICK, assistant manager of the United States branch of the North British and Mercantile Insurance Company, was born at Boston, Mass., April 18, 1855. He entered the fire insurance business in 1873 in the Boston office of the Liverpool and London and Globe, and three years later the home office of the Commonwealth Insurance Company of Boston, where he remained until the company retired from business in 1882, when he was appointed special agent of the Boylston for New England and New York. In 1889 he became New England special agent for the Continental of New York, and in 1890 took a similar position for the Southern New England field with the National Fire of Hartford. In 1892 he was promoted to the position of general agent at the home office of that company, and was appointed to his present position in 1899.

HATCH, GEORGE W., insurance journalist, was born at Plainville, Adams county, Wis., July 2, 1856. He had a common school and university education, graduating from Ripon College, Wisconsin, in 1880, with the degree of bachelor of arts. After graduation he was for some time principal of the graded school at Brownsdale, Minn., and then served as civil engineer on the Northern Pacific Railroad in the Yellowstone Valley. He was editor of the *Western Fireman* of Chicago from 1883 to 1888, and assumed the management of the *Insurance Age* on the first day of the latter year, a position which he continues to hold.

HAVEN, CHARLES D., resident secretary of the Liverpool and London and Globe Insurance Company for the Pacific coast, was born in New York city, February 25, 1836, but has been a resident of California since 1859. He was first employed in San Fran-

cisco by the Pacific Mail Steamship Company, and in May, 1865, was elected secretary of the Union Insurance Company of California, a corporation that was organized in that year by leading capitalists of San Francisco with a cash capital of \$750,000. This company transacted fire and marine insurance business and attained a national reputation by paying its losses in the Chicago fire of 1871, amounting to more than \$500,000, in full in cash before the end of the year. In August, 1881, he resigned that position to accept the one he now fills. He was elected secretary of the Board of Fire Underwriters of the Pacific in 1870, holding that position until he was elected president of the same in 1896, which office he now fills.

HAVENS, FRANK W., has been engaged in the life insurance business for nearly a quarter of a century, over twenty-one years of which have been spent in the office of the Hartford Life Insurance Company of Hartford, Conn. During the greater part of that time he has edited and published the company paper, as well as its literature. He was born in Wethersfield, Conn., educated in the Hartford schools and by private tuition. Studied law in early years, but owing to ill health did not apply for admission to the bar. Is prominent in Masonic circles, having been Grand Master and is now Grand Secretary of Connecticut. He is a 32d degree Scottish Rite Mason.

HAWAII, INSURANCE SUPERVISION IN. An act designating the territorial treasurer to be insurance commissioner *ex officio*, with supervision over the business of insurance, was passed April 28, 1903. A. N. Kepoikai was treasurer at the time and became insurance commissioner. A. J. Campbell is the present insurance commissioner; G. E. Smithies is deputy commissioner.

HAWES, CHARLES F., special agent of the Liverpool and London and Globe Insurance Company for a portion of New York state and Connecticut and for the state of New Jersey, is a native of Tarrytown, N. Y. He entered the fire insurance business at an early age, and has been with the company which he now represents over twenty-five years. He has served on the executive committee of the Underwriters' Association of the middle department, and as vice-president, and was elected president of the association in 1901. In July, 1904, he was transferred to the New England field, with headquarters at Boston. In January, 1907, was elected a member of the executive committee of the New England Insurance Exchange.

HAWKEYE INSURANCE COMPANY, Des Moines, Ia. Organized 1865; capital, \$100,000. H. R. Howell, president; W. D. Skinner, secretary.

HEALTH INSURANCE weekly indemnity in case of certain specific diseases is now provided by several casualty companies. Their policies vary as to conditions and diseases covered. The health insurance business by this class of companies is new in the

United States, and needs more data as the result of experience. The returns of business done in 1908 by the principal stock companies are as follows:

Companies.	Premiums Received	Losses Paid.
Aetna Life,	\$247,433	\$114,397
American Assurance,	93,005	33,006
American Fidelity,	17,410	8,673
Continental Casualty,	392,816	147,820
Empire State Surety,	22,686	8,811
Employers' Liability,	30,684	15,490
Fidelity and Casualty,	976,377	501,585
Great Eastern,	105,199	41,549
London Guarantee and Accident,	1,427	50
Maryland Casualty,	72,319	44,015
Metropolitan Casualty,	15,232	6,123
New Amsterdam Casualty,	36,839	19,257
Ocean Accident,	41,681	17,934
Pacific Mutual,	146,950	63,161
Pacific Mutual Indemnity,	6,946	2,462
Pennsylvania Casualty,	65,692	32,322
Phoenix Preferred,	54,805	19,968
Philadelphia Casualty,	46,428	23,391
Preferred,	212,741	74,955
Standard Accident,	112,413	41,866
Travelers,	364,552	160,954
Travelers Indemnity,	599	259
United States Casualty,	186,104	77,428
United Surety,	247	305
Total 1908,	\$3,354,585	\$1,455,781
Total 1907,	\$2,889,223	\$1,250,491

The American Casualty, Casualty Company of America, Commonwealth, General Accident of Scotland, National Casualty, Frankfort Marine, Accident and Plate Glass, Massachusetts Accident, Federal Casualty, North American Accident, United States Health and Accident, and the Union Health and Accident Companies also do a health insurance business, but do not report it separately from the personal accident business.

HEDGES, SIDNEY M., of Boston, general agent of the Mutual Benefit Life Insurance Company of Newark, having headquarters at Boston, was born at St. Louis, Mo., September 27, 1844. He received his education in the public schools of Cincinnati, and prior to 1869 was engaged in railroading. In that year his connection with the life insurance business began. He was president of the Boston Life Underwriters' Association, 1892-93.

HEGEMAN, JOHN R., president of the Metropolitan Life Insurance Company of New York, was born in greater New York, April 18, 1844. He joined the Manhattan Life as an accountant in December, 1866. In June, 1870, he was appointed secretary of the Metropolitan Life Insurance Company, in October of the same year was elected vice-president, and in October, 1891, was made president. [See Metropolitan Life Insurance Company.]

HEGEMAN, JOHN R., JR., assistant secretary of the Metropolitan Life Insurance Company, was born in New York city August 10, 1871. He was educated under a private tutor, and began his business career in the office of the Metropolitan Life. He was elected to his present position in 1902. He is major on the staff of General G. M. Smith of the New York state National Guard.

HENDERSON, ROBERT, assistant actuary of the Equitable Life Assurance Society, was born in Canada, May, 24, 1871. He was educated at St. Catherine's Collegiate Institute, Ontario, and Toronto University. In the latter institution he won the scholarship in mathematics. In 1892 he entered the insurance department of the Dominion government, where he remained five years. He afterwards became attached to the office force of the Equitable Life, and in 1903 was appointed assistant actuary. He is a Fellow of the Actuarial Society of America and a Fellow of the Institute of Actuaries.

HERNANDO INSURANCE COMPANY, Memphis, Tenn. Organized 1860; capital, \$100,000. John R. Pepper, president; J. S. Dunscomb, secretary.

HESS, HENRY E., manager of the New York Fire Insurance Exchange, was born in Detroit, Mich., in 1851. Entered fire insurance office in Indianapolis at the age of sixteen, and has ever since maintained a connection with the business. Was located at Scranton, Pa., from 1876 to 1881 as an independent adjuster, and during that time read law and was admitted to the bar, incidentally serving on the staff of a daily newspaper, with a side excursion into military life growing out of the labor riots in 1877. In 1881 he took up field work as special agent for the Merchants of New Jersey in the middle department, and in 1882 and 1883 served the Royal Insurance Company of North America, and Pennsylvania Fire as special agent in New York state, under Manager C. R. Knowles. In 1884 was appointed to the position of special agent for the Connecticut Fire Insurance Company, with headquarters at Boston. Elected president of the New England Insurance Exchange in 1887, and served as vice-president of that organization in 1896 and 1897. During his administration of the Exchange he secured incorporation of the Insurance Library Association, and for twelve years was connected with the conduct of its affairs, first as president, and subsequently as secretary and treasurer. The success of the library is credited by its friends to Mr. Hess, who gave freely of his spare time and labor to building up, arranging, and cataloguing its fine collection of insurance works. In June, 1899, elected to his present position and moved to New York.

HEWITT, CHARLES A., insurance journalist, is the son of the late Edgar A. Hewitt, editor of the *Chronicle*, and was born at Mystic, Conn., Oct. 14, 1863. He received his elementary education at Groton, Conn., and his early struggles for a livelihood were

as newsboy, grocer's clerk, assistant postmaster, and *ex officio* constable, in which he gained varied experience of a realistic world. He also wrote poetry at this epoch of his existence. He worked on the Boston daily papers and the Boston *Standard* in 1883 and 1884, then on the Chicago *Investigator* until January 1, 1888, when he became editor of the Chicago *Argus*. On January 1, 1892, Mr. Hewitt established the *Insurance Post* of Chicago. He organized the now celebrated *Third House* during the meeting of the *Western Union* at St. Louis in February, 1899, and is a frequent contributor to the literary exercises of insurance associations. He retired from the *Insurance Post* in 1906, and removed to New York where, early in 1907, he established *Insurance Truth*.

HEWITT, DIXWELL, associate general agent of the Pacific coast department of the Hartford Fire and Citizens Insurance Company of St. Louis, was born in Middlesex, Penn., July 7, 1863. He is a graduate of Williams College, class of 1886, and began his business career in fire insurance. He has represented various companies in the coast field as special agent, and was also assistant manager of the Phoenix of Hartford. In 1900 he was appointed general agent for the Pacific coast for the Phoenix of London and Providence-Washington, and in 1903 was appointed to his present position.

HEXAMER, CHARLES A., secretary Philadelphia Fire Underwriters' Association, was born at Hoboken, N. J., in 1852. He was graduated from the New York University as civil engineer in 1871. The next three years were spent on the Pittsburg, Fort Wayne and Chicago Railroad as civil engineer. A year later he joined E. Hexamer, the map and survey publisher at Philadelphia, and remained with him until 1883, when he became inspector of the Home, Hartford, and North British and Mercantile. He subsequently confined his services to the Hartford, and continued in that capacity until 1890, when he became a member of the firm of Henry W. Brown & Co., Philadelphia. The partnership dissolved by limitation in January, 1894, and in the fall of the same year he was elected secretary of the Philadelphia local board, and continued in that capacity until December, 1896, when he resigned to accept a position with the Hartford Fire. Mr. Hexamer is also past-president of the National Fire Protection Association, and chairman of the board of consulting engineers of the National Board of Fire Underwriters, and a member of National Advisory Board. He was elected secretary of the Philadelphia association in March, 1904, to succeed Herbert Wilmerding.

HEYE, CARL, secretary of the Germania Life Insurance Company, is a native of Germany, and was born in Quakenbrueck, May 13, 1871. He was educated at the "Real Gymnasium" at Quakenbrueck, where he graduated in 1889. Coming to the United States in September, 1889, he entered the service of the Germania Life,

and was appointed secretary in 1902. In 1905, he was graduated from the New York University Law School.

HIGGINS, ERNEST CHESTER, assistant secretary of the Ætna Life Insurance Company, liability department, was born at Wellfleet, Mass., May 16, 1880, and received a public and high school education. He began his business career as clerk in a grocery store, and entered the insurance business as a clerk in the Boston office of the Employers' Liability Assurance Corporation of London. In 1902 he accepted a position in the liability department of the Ætna Life, and was appointed to his present position in March, 1907.

HIBERNIA INSURANCE COMPANY, New Orleans, La. Organized 1871; capital, \$200,000. W. H. Byrnes, president; P. E. Burke, secretary.

HILLAS, ROBERT J., vice-president and secretary of the Fidelity and Casualty Company of New York, was born in Green Bay, Wis., October 25, 1859. He received a grammar school education, and began his business career in a law office. He entered the service of the Fidelity and Casualty Company as an office boy.

HINE, C. G. AND E. A., sons of the late C. C. Hine and successors to his business interests as proprietors of the *Insurance Monitor* and *Insurance Law Journal*, the business having been incorporated under the name of C. C. Hine's Sons Co. C. G. Hine is also president and E. A. Hine secretary of the Underwriters' Protective Association. Both were trained in their father's office, C. G. Hine having been associated with his father's business some twenty-years.

HINKLEY, GEORGE W., fire underwriter, was born at Boston, Mass., July 4, 1856. He received his education in the grammar and English high schools of Boston, and began business life as a clerk in a Boston insurance agency in 1873. In 1876 he removed to Waterbury, Conn., where he was a clerk for J. W. Smith, insurance agent. From 1885 to 1887 he was New England special agent for the Royal, Pennsylvania Fire, and London and Lancashire, and from 1887 to 1900 was special agent and adjuster of the Phoenix Insurance Company of Hartford, Conn.; from 1900 to 1902 was Boston manager of the Phoenix Insurance Company of Hartford and Citizens Insurance Company of New York, and then on May 13, 1902, was elected president and treasurer of the Citizens Mutual Insurance Company of Boston. Mr. Hinkley has been active in the affairs of the New England Insurance Exchange, of which he served one term as vice-president, and in 1895 was elected president. During his residence at Waterbury, Conn., he served on the board of education, and he was prominent in Odd Fellowship in Connecticut from 1878 to 1885. He is a trustee of the Insurance Library, Boston, and also director of Boston Protective Board.

HITCHCOCK, CHAMPION INGRAHAM, insurance journalist, was born at Ripon, Wis., September 16, 1868. He was educated in the public schools. He established the first western daily column of insurance in the *Chicago Daily Globe* in 1889, transferred to the *Inter-Ocean* in 1890, and in 1895 inaugurated the insurance department in the *Chicago Times-Herald*, which paper became the *Record-Herald* in 1901. Mr. Hitchcock resigned this position January 19, 1903, to become associate editor of the *Insurance Field*, and secretary and general manager of "The Insurance Field Company," of which he is a stockholder.

HOADLEY, PHILEMON LYMAN, president of the American Insurance Company of Newark, N. J., was born at Collinsville, Lewis county, N. Y., December 6, 1845. His ancestors came from England about the year 1660, and were among the pioneer settlers of Saybrook and Branford, Conn. He spent his boyhood in his native village, where he attended the district school, completing his education at Rome Academy and Whitestown Seminary in 1861-3. From 1865 to 1868 he acquired a valuable business experience as clerk and teller in a bank at Camden, N. Y., where he also conducted a local insurance agency. He entered the service of the Hanover Fire of New York as special agent in 1869, was called to the home office of that company the following year, and in December, 1874, accepted a position on the office staff of the American of Newark, in charge of the underwriting. He was elected a director in 1899, vice-president in 1900, and president of the company in 1907.

HOLCOMBE, JOHN M., president of the Phoenix Mutual Life Insurance Company of Hartford, was born in that city in June, 1848, and was graduated at Yale College in the class of 1869, receiving afterward the degree of M.A. While engaged in the study of law he embraced an opportunity to gratify his taste for mathematics by entering the actuarial department of the Connecticut Mutual Life. He was appointed actuary of the Connecticut state insurance department in 1871, and in July, 1874, went into the service of the Phoenix Mutual as its assistant secretary. He was appointed secretary in June, 1875, vice-president in 1889, and president in 1904. Mr. Holcombe has been much interested in the local politics in Hartford, and has been a member of the city council a number of years, and president of both its branches. He is a Fellow of the Actuarial Society of America, and a director in various financial institutions in Hartford. He was one of the organizers of and has been lecturer at the Insurance course at Yale University.

HOLLINSHEAD, CHARLES S., former president of the Union Insurance Company of Philadelphia, was born in New Jersey, January 10, 1850, and received his early training in insurance while a boy in the office of the Insurance Company of the State of Pennsylvania, of which corporation his father was secretary for many years, after which he became connected with the then important general and local agency firm of Duy & Hollinshead, represent-

ing many of the larger agency companies. In 1872, when but twenty-two years old, he was appointed manager of the fire insurance department of the Union, and in 1889 he was elected president of the company. He resigned the office February 12, 1906, and was later elected agency manager of the Franklin Fire Insurance Company of Philadelphia, from which he resigned April 1, 1907.

HOLMAN, CHARLES J., assistant manager of the Commercial Union Assurance Company of London, and of the Palatine Insurance Company of London, was born in the city of New York, November 18, 1854. He was educated in New York, and early in 1873 entered the employ of the Commercial Union in New York, and has been connected with that company in various positions ever since. In 1880 he was appointed its special agent in Pennsylvania. In 1882 and the following year he was superintendent of agencies at the New York office. From 1883 to 1889 he was the resident secretary of the company's central department, with headquarters in Cincinnati. In the latter year he was appointed resident secretary for the northwestern department, with headquarters at Denver. On the death of Manager Sewall, and the appointment of Assistant Manager Wray, in January, 1899, to fill the vacancy, Mr. Holman was appointed assistant United States manager of the company, and removed to New York. He is also vice-president of the Commercial Union Fire Insurance Company of New York, and assistant United States manager of the Palatine Insurance Company, Limited of London.

HOLMES, EARLES F., was born in the city of Chicago, December 2, 1861, and after a public school and academic education he entered the mercantile trade, serving in responsible capacities with two of the largest wholesale houses in the west. His next undertaking was in life insurance, as a solicitor, from which he entered the casualty business and practically devoted all his time to it, until January 1, 1899, when he became eastern secretary of the Pacific Mutual Life of San Francisco, a position he retained until 1903, when he resigned to enter other business. In 1906 he re-entered the insurance field and was appointed manager of the accident department of the New York office of the Travelers Insurance Company.

HOLMES, EDWIN B., third vice-president of the John Hancock Mutual Life Insurance Company of Boston, was born in North Abington, Mass., January 3, 1853. He was educated in the public schools and business college, and began his business career in the wholesale boot and shoe business, in which he is still active as a member of the firm of Parker, Holmes & Co. He is a past president of the New England Shoe Wholesalers' Association and the National Wholesalers' Association of the United States, and Past Grand Master of Masons in Massachusetts, director of the Grand Lodge of Masons of Massachusetts, and director of Boylston National Bank, Boston Mass.

HOLMES, FRANK FARNSWORTH, insurance agent, and secretary and treasurer of the National Association of Local Fire Insurance Agents from 1898 to 1904, was born at Warsaw, Ill., March 21, 1858. He obtained his early education in the public schools, and later in Knox College, from which he was graduated in 1880. He was engaged in newspaper work while in college, and since graduation has been in the insurance business, having served in every position in a general agency. He was a member of the examining board when the civil service was inaugurated for inspectors of the building department in Chicago. He filled the positions of adjuster and special agent for a number of years, and since 1888 has been engaged in the fire insurance business as local agent in Chicago.

HOME ACCIDENT INSURANCE COMPANY, Fordyce, Ark. Organized 1900; capital, \$200,000. A. B. Banks, president; John R. Hampton, secretary.

HOME FIRE INSURANCE COMPANY, Salt Lake City, Utah. Organized 1886; capital, \$250,000. Heber J. Grant, president; H. G. Whitney, secretary.

HOME FRIENDLY SOCIETY, Baltimore, Md. Organized 1884. George A. Chase, president; B. L. Talley, secretary. It transacts an industrial business.

HOME INSURANCE COMPANY, THE, of New York was organized April 13, 1853, under act of April 10, 1849, the original capital being \$500,000. The charter authorized fire, inland, and marine insurance, both of which were prosecuted by the company until 1870, when inland and marine operations were discontinued. April 13, 1864, an amendment was adopted, authorizing ocean marine insurance. That branch also was discontinued eighteen months after its inception. In 1888 marine and inland transactions were resumed under the charter. July 15, 1858, the capital was increased to \$600,000, under act of June 25, 1853. Under the same act the amount was increased to \$1,000,000, February 19, 1859. The capital was doubled in amount December 31, 1863, and an additional increase of half a million was ordered July 13, 1870, making the total \$2,500,000. The last increase was effected January 23, 1875, the amount being \$500,000. Since that date the capital has remained at \$3,000,000. Of the total increase, \$1,000,000 was realized from stock dividends. The total assets and liabilities of the Home, December 31, 1908, were:

Assets.	\$24,856,499.05
Liabilities, except capital.	11,173,677.54
Capital.	3,000,000.00
Net Surplus, above all reserves.	800,000.00
Special Conflagration Surplus.	9,882,821.51

The Home has received since its organization in premiums, \$202,787,403.93, and has paid in losses, \$115,686,874.71.

Elbridge G. Snow, president; E. H. A. Correa, vice-president; Frederic C. Buswell, vice-president; Areunah M. Burtis, Charles L.

Tyner, secretaries; Henry J. Ferris, Clarence A. Ludlum, assistant secretaries. In 1901 the company accepted the provisions of the safety fund law, and in compliance therewith deposited \$1,500,000 with the superintendent of insurance.

HOME INSURANCE COMPANY OF GREENSBORO, N. C. Organized 1902; capital, \$50,000. This company was consolidated with The Southern Underwriters' of Greensboro, in 1908.

HOME LIFE AGENCY ASSOCIATION, composed of the general agents of the Home Life Insurance Company of New York, was organized in November, 1908. Officers were elected as follows: President, Clarence A. Wray, Philadelphia; vice-president, W. A. R. Bruehl, Cincinnati; secretary and treasurer, William Van Sickle, Detroit; executive committee: G. W. Slauson, Baltimore, chairman; C. C. McGehee, Atlanta; J. W. Jackson, Chicago; H. M. Bristol, New York; C. N. Weber, Buffalo and E. A. Callahan, New Haven.

HOME LIFE INSURANCE COMPANY, THE, of which George E. Ide is president, was incorporated under the laws of the state of New York, and began business May 1, 1860. The head office is in New York city, and the secretary is E. W. Gladwin.

The admitted assets of the company at the beginning of the year were \$21,708,901.70. The income in 1908, in excess of disbursements, was \$1,484,656.29.

HOSFORD, ALBERT ROSWELL, assistant manager of the Royal Insurance Company, Limited, of Liverpool, England, at New York, was born of English parents in Brooklyn, N. Y., on April 29, 1867. He received a public school education and entered the service of the Royal Insurance Company as a boy at its Brooklyn office. In due time he was transferred to the New York office of the Company and became assistant adjuster of losses, being later appointed adjuster, and acted in that capacity until May 1, 1907, when he was promoted to his present office. He was appointed by the thirty-five companies as the chairman of their committee of five in the adjustment of the enormous number of losses sustained by the San Francisco conflagration of April, 1906.

HOST ZENO M., was born in Lyons, Walworth county, Wis., in July, 1869, of German parentage. He attended the public schools in Walworth county until thirteen years of age, when with his parents he moved to Milwaukee, Wis., where he attended two terms of evening school at the Spencerian Business College. His active business career was begun as a bookkeeper in a coal office, and later as secretary of a loan and building association, and subsequently he became engaged in the fire insurance business as a local agent in Milwaukee. He has always been active in fraternal circles. He was Grand Chancellor of the Knights of Pythias of Wisconsin one year and was High Treasurer of the Independent Order of Foresters for

several years. He was secretary of the Republican State Central Committee of Wisconsin in 1900-1901, and was elected insurance commissioner of Wisconsin in 1902 for a term of two years beginning January 5, 1903, and was re-elected for the term beginning January 1, 1905. On the close of his second term as insurance commissioner, January 7, 1907, he became general manager of the insurance department of the Knights of Pythias with headquarters in Chicago, having charge of the field work, from which position he resigned on August 15, 1908, when he accepted the position as director of agencies of the United States Annuity & Life Insurance Company, 1606 Heyworth building, Chicago, Ill., where he is now located.

HOUSTON FIRE AND MARINE INSURANCE COMPANY, Houston, Texas. Organized 1903. This company failed in 1908.

HOWARD, ALFRED F., secretary of the Granite State Fire Insurance Company of Portsmouth, N. H., was born at Marlow, N. H. He studied law with the late Judge W. H. H. Allen of Newport, N. H., was admitted to Sullivan county bar, and removed to Portsmouth in 1868, where he served two years as city solicitor. Mr. Howard was collector of customs for the port of Portsmouth for twelve years, and in 1885 was elected secretary and manager of the Granite State Fire.

HOWELL, CHARLES F., editor and publisher of the "Insurance and Commercial Magazine," was born at South Amboy, N. J., June 8, 1868. He was educated in the schools of South Amboy, at Brainerd Institute, New Jersey, and at Princeton University, New Jersey, from which he was graduated in 1891. After graduation he studied in Germany and traveled on the continent. His first business connection was with the Pacific coast department of the Royal Exchange, Queen, and Connecticut Fire Insurance Companies under Robert Dickson. He entered daily journalism in 1892 and was on the staffs of the *Morning Call* and the *Evening Bulletin* of San Francisco for two years and a half, during which time he contributed largely to magazines. He became connected with the *Argus* of Chicago in 1894 and later was its editor. In November, 1900, he purchased the paper of which he is now publisher and editor. He is a member of the Princeton Club of New York, Underwriters' Club of New York, and the Society of American Authors.

HOWE, WILLIAM T., secretary of the Connecticut Fire Insurance Company, was born in Salem, Mass., October 20, 1848. He was educated at St. Paul's School, Concord, N. H., and after leaving school engaged in mercantile pursuits. In 1875 he entered the service of the North British and Mercantile Insurance Company, occupying positions in the underwriting department, and in 1885 engaged in field work for the company. In 1888 he entered the service of the Connecticut Fire as special agent in the middle depart-

ment field, and in 1894 became general agent at the home office. In 1896 he was appointed assistant manager of the North British and Mercantile, and a year later again entered the service of the Connecticut Fire as general agent at the home office, and was elected assistant secretary in January, 1903, and to his present position December 4, 1907.

HOWLAND, FRED ARTHUR, vice-president and counsel of the National Life Insurance Company, Montpelier, Vt., was born at Franconia, N. H., November 10, 1864. He was educated at Phillips Andover Academy and Dartmouth College, from which he graduated in 1887. He was admitted to the bar and practiced law at Montpelier as a member of the firm of Dillingham, Huser & Howland from 1892 to 1902. In the latter year he was appointed counsel for the National Life, and was elected vice-president of the company in 1909. He has been prominent in the political affairs of Vermont, and was secretary of civil and military affairs from 1888 to 1890; clerk of the house of representatives from 1896-1898, and was also state's attorney for Washington county. He was elected secretary of state and insurance commissioner in 1898, and served until 1902.

HOYT, GEORGE W., deputy manager in New York for the Liverpool and London and Globe Insurance Company, is a descendant of an old Colonial family, and was born at Stamford, Conn., June 19, 1856. He entered the service of the Liverpool and London and Globe at the age of fifteen years in 1871, was appointed assistant deputy manager at New York at the age of twenty-two years in 1878, and became deputy manager on the retirement of Mr. Pulsford from the management in 1887.

HUBBARD, CHARLES D., special agent of the Phoenix of London in the middle department, was born in the city of New York May 3, 1868, and received his education at the Adelphi Academy, Brooklyn, N. Y. In 1888 he was employed by his father's firm, Charles Hubbard & Co., pig iron merchants, as a salesman, and while there acquired a valuable knowledge of mechanical drawing and machinery. In March, 1894, he joined the Mutual Fire Insurance Company of New York as an inspector; his territory covering New England and the middle states, and making a specialty of fire protection and sprinkler equipments. In August, 1895, he went with the London Assurance Corporation as its New York city surveyor, and on January 1, 1899, was appointed special agent of the Phoenix of London for Pennsylvania, Maryland, Delaware, and the District of Columbia. Mr. Hubbard was one of the Phoenix adjusters of the loss caused by the Baltimore conflagration in February, 1904, and also of that caused by the San Francisco conflagration in April, 1906.

HUBBARD, RALPH K., former comptroller of the Provident Savings Life Assurance Society of New York, was born in Durnham,

Conn., December 6, 1862. He was educated in the common schools and academy at Durham, Conn., and entered the service of the Provident Savings Life Assurance Society as an office boy in 1883, passing through the several departments of the company. He was appointed assistant secretary in 1893 and comptroller in 1901, and in 1907 was also appointed superintendent of agents as well as comptroller. He is a member of the Sons of the Revolution, the New York Republican, The New York Club, and Arkwright Clubs. He resigned as comptroller of the Provident Savings Life in May, 1909, and became connected with the brokerage firm of Johnston & Collins, New York city.

HUDSON VALLEY LIFE UNDERWRITERS' ASSOCIATION was organized in 1901. At the annual meeting held March 25, 1909, the following officers were elected: President, John H. Quinlan, Newburgh, N. Y., Northwestern Mutual; vice-president, William Mullenneaux, National; secretary, M. T. Donohue, Newburgh, N. Y., Metropolitan; treasurer, I. B. Cammack, New York Life.

HUGHES, BENJAMIN F., editor and publisher of the *Insurance Register* of Philadelphia, was born at Fowlerville, Pa., April 6, 1844. He was the son of a farmer, and received his education in the public schools, Susquehanna University, and the Pennsylvania College. After leaving college he took up journalism, becoming editor of the *Wyoming Valley Journal*. He was admitted to the bar in Philadelphia in 1878, and since that time has been continuously engaged in the practice of law. He was a state senator from 1882 to 1887, and assistant postmaster of Philadelphia from 1889 to 1893.

HUGHES, ROBERT NATHANIEL, formerly secretary of the Atlanta-Birmingham Fire Insurance Company, is a native of Georgia, and was born in Irwinton, Wilkinson county, September 29, 1868. After receiving a common school education he entered a local agency at Macon, Ga., as stenographer, and subsequently became a member of the firm of Geo. W. Duncan & Co., local agents at Macon, Ga. He was successively examiner, special agent, and assistant manager in the southern department of the Imperial Insurance Company of London, and after the retirement of that company was appointed special agent of the Hartford Fire, which position he resigned to accept the assistant secretaryship of the Atlanta-Birmingham Fire Insurance Company. He was elected secretary of the Atlanta-Birmingham Fire Insurance Company in February, 1904. He resigned October 1, 1906, to go into the general agency business, forming a partnership with M. B. Yates, under the firm name of Hughes & Yates, and they are now general agents with headquarters at Atlanta, Ga., for the Jefferson Fire Insurance Company of Philadelphia, the New Brunswick Fire Insurance Company of New Jersey, the Union Insurance Company of Philadelphia, the Insurance Company of the State of Pennsylvania, the People's National Insurance Company of Philadelphia.

HULING, ANSEL H., insurance journalist, is a native of Chenango county, New York. He obtained his education in the public schools and academies in Chautauqua county, New York, and in northern Illinois, whither he had removed at the age of seventeen. Later he attended Hilldale College, Michigan, leaving before graduation to engage in teaching. In 1862 he entered the Free Baptist ministry, and for nearly nine years was pastor of churches in northern Illinois and southern Wisconsin, and also for two or three years was associate editor of the *Christian Freeman* of Chicago. In 1870 poor health forced him to abandon the ministry, when he went with the Life Association of America of St. Louis as manager of its southern Illinois department at Springfield, and afterward for a time as joint manager for the same company at Chicago. Later, he was for four years western editor and manager of the *Morning Star*, a religious weekly of Boston, and from 1880 for nearly five years was editor of the *Investigator* of Chicago. From 1886 to October, 1889, Mr. Huling was superintendent of publications of the Union Central Life of Cincinnati, and then for four years associate editor of the *Insurance and Finance Chronicle* of Montreal. Returning to Chicago, he engaged in literary work until the spring of 1895, when he again took an editorial position on the *Investigator*. In March, 1896, he became editor of the *Argus*, which position he occupied until February, 1900, when he went with the *Insurance Herald* of Louisville as editor of that journal, which is now published from Atlanta, Ga. On February 1, 1903, he resigned his connection with the *Insurance Herald* to take the editorial management of the *Underwriters' Review* of Des Moines, Ia. Mr. Huling contributed the articles on fire, marine, and accident insurance for the latest revised American edition of the *Encyclopedia Britannica* in 1896.

HULL, JAMES W., president of the Berkshire Life Insurance Company, was born at New Lebanon, N. Y., September 20, 1842, and received his education in public and private schools. He removed to Pittsfield, Mass., in 1865, and since then has been connected with the insurance and banking interests there. Mr. Hull was appointed secretary of the Berkshire Life in 1872, and treasurer in 1878, and elected president of the company in 1903.

HUMBOLDT FIRE INSURANCE COMPANY, Allegheny City, Pa. Organized 1871; capital, \$200,000. Fred Gwinner, Sr., president; A. H. Trimble, secretary.

HUNT, BEEKMAN, president of the Ætna Indemnity Company, was born in New York city, April 20, 1869, and received a private school education. He was elected president of the Ætna Indemnity in January, 1909, having been vice-president and general manager since 1904. He is a trustee of the Washington Savings bank, New York, and president of the Title and Guaranty Company of Rochester, N. Y.

HUNTINGTON, ROBERT WATKINSON, JR., president of the Connecticut General Life Insurance Company, was born at Norwich, Conn., November 9, 1866. He was educated in the Hartford High School and Yale College, from which he was graduated in 1889. He was a clerk in the Connecticut General Life Insurance Company until 1893, when he was appointed actuary. In May, 1899, was appointed secretary, and in May, 1901, was elected to fill the vacancy caused by the death of President Russell. He is a trustee of the Connecticut Trust & Safe Deposit Co., a trustee of the Dime Savings Bank, and a director of the First National Bank, Hartford.

I

IDAHO, INSURANCE SUPERVISION IN. Under the act of 1891 the state treasurer is charged with the supervision of insurance in Idaho, the term of office being two years. Frank R. Coffin was the first treasurer his term expiring January, 1893. His successors were William G. Hill, whose term expired January, 1895, and C. Bunting, whose term expired January, 1897, George H. Storer, whose term expired January, 1899, and L. C. Rice, whose term expired in January, 1901. The legislature of 1901 created a separate insurance department, the commissioner being appointed by the governor for a term of two years. Peter M. Davis was the commissioner from March, 1901, to March, 1903, when he was succeeded by John H. Myer, who served until March, 1905. Edward L. Liggett was commissioner from March, 1905, to March, 1907, when he was succeeded by C. D. Goaslind.

IDE, GEORGE EDWARD, president of the Home Life Insurance Company of New York, was born at Brooklyn, N. Y., May 10, 1860, and was educated at the Collegiate and Polytechnic Institute of that city and Yale University, from which he was graduated with the class of 1881, receiving also from that University the Honorary Degree of M.A., in 1906. Mr. Ide was with the large banking house of Dominick & Dickerman of New York from the time of leaving college until 1890, when he was appointed secretary of the Home Life. Two years later he was elected vice-president, and in May, 1894, he succeeded to the presidency of the company. He is a director of the Fidelity and Casualty Company of New York, the Corn Exchange Bank (Grand Central Branch), and president and director of the Larchmont National Bank.

ILLINOIS ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS. Organized at Chicago, August 2, 1899, with the following officers: President, R. W. Hosmer of Chicago; vice-president, Jacob Wachenheimer of Peoria; second vice-president, John H. Camlin of Rockford; secretary, Joseph Van Every of Chicago; treasurer, R. S. Critchell of Chicago. The association was re-organized in 1907, and at the annual meeting in 1909, officers were elected as follows: President, Abram Spitzer; vice-presidents, S. F. Arnold, N. W. Tomblin and John H. Camlin; secretary and treasurer, S. W. Moisant.

ILLINOIS COMMERCIAL MEN'S ASSOCIATION, Chicago, Ill. Organized 1892. George W. Smith, president; R. A. Cave-nau, secretary.

ILLINOIS FIELD CLUB. An organization of field men of companies not belonging to the Western Union. At the annual meeting held in June, 1909, the following officers were elected: President, E. S. Merrill; vice-president, M. A. Scholbe, Germania; secretary and treasurer, Miss L. B. Herpich; executive committee, M. L. C. Funkhouser, chairman; Sumner Miller, J. M. Moran, F. N. Requa, O. C. Kemp, P. P. Wippel, G. W. Stuck, Wallace Mink, R. W. Waldron, and J. R. Hyde.

ILLINOIS FIRE PREVENTION ASSOCIATION was organized at a meeting of field men held in Chicago in October, 1908. Officers were elected as follows: President, R. M. Bennett, New York Underwriters' Agency; vice-president, M. L. C. Funkhouser, Farmers and Merchants; secretary and treasurer, Guy A. Richards, North British and Mercantile; executive committee: E. C. Bliven, chairman; W. B. Albright, J. G. S. Best, W. G. G. Albright, A. R. McKinney, S. D. Andrus and N. E. Briggs.

ILLINOIS, INSURANCE SUPERVISION IN, 1869-1909. The general insurance act of January 11, 1869, charged the auditor of public accounts with the supervision of insurance. The officials who administered the office of auditor from that date until 1893 were as follows:

Charles E. Lippincott, . . . 1869-1877	Charles W. Pavey, . . . 1889-1893
Thomas E. Needles, . . . 1877-1881	David Gore, . . . 1893-1893
Charles P. Swigert, . . . 1881-1889	

The legislature of 1893 passed an act establishing a distinct department of insurance, with a superintendent at an annual salary of \$3,500, increased to \$5,000 in 1909, to be appointed by the governor and approved by the Senate, and deputy superintendent at \$3,000. Their terms are four years. The act took effect July 1, 1893, when the supervision of the insurance business in Illinois passed from the auditor of public accounts to the new insurance department. Bradford K. Durfee of Decatur was appointed superintendent by the governor and assumed the duties of the office July 13, 1893. Col. J. R. B. Van Cleave, whose term expired in 1901, succeeded him. Henry Yates was appointed superintendent in 1901 and served until his death in May, 1903, and was succeeded by W. R. Vredenburg, who served until 1907. Frederick W. Potter is the present commissioner, appointed in 1907.

ILLINOIS LIFE INSURANCE COMPANY, Chicago, Ill. Organized 1899. J. W. Stevens, president; R. W. Stevens, vice-president; O. J. Arnold, secretary. Admitted Assets, January 1, 1909, \$6,906,175.67; Gross Liabilities, \$6,495,259.32; Surplus to Policyholders, \$410,864.94.

ILLINOIS STATE BOARD OF FIRE UNDERWRITERS was organized at Springfield in 1882 by the field men of stock fire insurance companies, the original call having been issued by Dr. B. T. Wise. The presidents have been: J. M. Hosford, Dr. B. T. Wise, O. E. Culbertson, T. H. Smith, J. V. Thomas, J. W. Robertson, C. L. Whittemore, J. H. Lenehan, George C. Gill, H. B. Wash-

ington, Charles L. French, L. E. Hildreth, J. B. Wharton, R. S. Odell, Robert Gray, W. E. Vandeventer, R. N. Jessop, H. N. Kelsey, J. G. Stauffer, H. H. Rassweiler, and M. P. Vore, J. J. Johnson. F. B. Luce, F. C. Hazelton, Robert M. Bennett. The board is a supervising and rating body, and issues a minimum tariff for the "use of special and local agents in organizing local boards and revising and rating new risks." For convenience of administration the state is divided into twenty-nine districts. The headquarters of the board are at No. 119 Monroe Street, Chicago.

At the annual meeting held at Lake Delavan, Wis., in June, 1909, officers were elected as follows: President, W. J. Sonnen, St. Paul Fire and Marine; vice-president, George L. Arens; secretary and treasurer, Miss E. E. Edwards; executive committee: F. H. Jones, Ætna; F. B. Luce, Phoenix of Hartford; F. C. Haselton, Northern of England; R. M. Bennett, New York Underwriters; Carroll L. DeWitt, Newark, and C. W. Goode, Niagara.

ILLINOIS SURETY COMPANY, Chicago, Ill. Organized 1905; capital, \$250,000. F. M. Blount, president; H. W. Watkins, secretary.

IMPERIAL ASSURANCE COMPANY, Pittsburg, Pa. Organized 1906 to transact health and accident insurance; capital, \$30,000. Stewart C. McFarland, president; Charles R. Rall, secretary.

IMPERIAL FIRE INSURANCE COMPANY, Denver, Col. Organized 1906; capital, \$200,000. H. T. Lamey, president; A. L. Jessup, secretary.

INDEMNITY MUTUAL MARINE INSURANCE COMPANY (Limited) of London. Higgins & Cox, New York, attorneys.

INDIANA AND OHIO LIVE STOCK INSURANCE COMPANY, Crawfordsville, Ind. Organized 1893; capital, \$100,000. John R. Bonnell, president; C. L. Goodbor, secretary.

INDIANA ASSOCIATION OF FIRE UNDERWRITERS is composed of field men of companies belonging to the Western Union, and was organized December 29, 1880, with H. H. Walker, president, and George H. Cook, secretary. The present officers, elected at the annual meeting in November, 1908, are: President, John Fitzgerald, Queen; vice-president, John Stone, Commercial Union; secretary, John M. McBeth; executive committee: Louis H. Wolf, Ætna; W. B. Tobias, Citizens; F. A. Gautert, British America.

The non-union companies doing business in the state are members of an independent organization known as the Indiana League of Fire Underwriters. [See Indiana League.] The two bodies act in harmony, however, in all matters except agents' commissions. The work of rating by schedule was begun in 1892, and has gone steadily forward.

INDIANA ASSOCIATION OF LIFE UNDERWRITERS was organized at Indianapolis June 8, 1891, and the following officers were elected: Edward S. Folsom of the Phoenix Mutual, president;

D. F. Swain of the Northwestern Mutual, vice-president; E. M. Goodwin of the Travelers, secretary; D. W. Edwards of the Provident Life and Trust, treasurer. The present officers, elected at the annual meeting in April, 1909, when the association was reorganized, are: President, H. K. Merritt, Mutual Life; vice-president, Bertram C. Day, American Central Life; secretary, W. C. Browne, Connecticut Mutual; treasurer, Frank P. Manly, Indianapolis Life; executive committee: E. G. Ritchie, State Mutual, Mass.; F. C. Fry, Travelers; Isaac Pinkus, Northwestern Mutual, and the officers.

INDIANA ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS. The association was re-organized in 1907, and at the annual meeting in July, 1908, officers were elected as follows: President, Edward M. Wilson, Fort Wayne; vice-presidents, J. W. Kirkpatrick, Marshall Robb, and A. L. Jenkins; secretary and treasurer, J. Vene Dorland, La Porte.

INDIANA FIRE PREVENTION ASSOCIATION was organized at a meeting of underwriters held in Indianapolis in February, 1909. Officers were elected as follows: President, John B. Cromer, Home; vice-president, J. W. Coleman, Ohio Farmers; secretary and treasurer, D. P. Barrett, Niagara, executive committee: Gus M. Wise, Agricultural; C. A. McCotter, National Grain Dealers Mutual; J. H. Hellekson, Springfield; B. J. Gilmore, German-American; I. H. Odell, Connecticut.

INDIANA MILLERS' MUTUAL FIRE INSURANCE COMPANY, Indianapolis, Ind. Organized 1889. M. S. Blish, president; E. E. Perry, secretary.

INDIA MUTUAL INSURANCE COMPANY, Boston, Mass. Organized 1867. Guaranty fund, \$175,000. H. B. Alden, president; George H. Crowell, secretary.

INDIANA, INSURANCE SUPERVISION IN, 1852-1909. Insurance supervision in Indiana is under the direction of the auditor of the state, who is elected by the people for a term of two years. These officers, since the establishment of the department, have been:

Hiram E. Talbot,	1855-1857	Joseph Ristine,	1863-1865
John W. Dodd,	1857-1861	Thomas P. McCarthy,	1865-1869
Albert Lange,	1861-1863	John D. Evans,	1869-1871
John C. Shoemaker,	1871-1873	James H. Rice,	1883-1887
James A. Wildman,	1873-1875	Bruce Carr,	1887-1891
John P. Dunn,	1853-1855	John O. Henderson,	1891-1895
Erastus W. H. Ellis,	1852-1853	Americus C. Dailey,	1895-1899
Ebenezer Henderson,	1875-1879	William H. Hart,	1899-1903
Mahlon D. Manson,	1879-1881	David E. Sherrick,	1903-1905
Edward H. Wolfe,	1881-1883	Warren Bigler,	1905-1907

John C. Billheimer is the present auditor, appointed in 1907.

INDIANA LEAGUE OF FIRE UNDERWRITERS is composed of special agents of companies doing business in Indiana which do not belong to the Union. This organization and the Indiana association which represents the Union companies are working in harmony. At the annual meeting in December, 1908, officers were elected as follows: President, A. J. Dillon, Continental; vice-

president, Charles M. Graham, American, Newark; second vice-president, Charles F. Engle, Milwaukee Mechanics; secretary and treasurer, George H. Rehm, of the Rehm & Co. Agency.

INDIANAPOLIS ASSOCIATION OF CASUALTY UNDERWRITERS was organized at a meeting in March, 1906, with the following officers: President, H. C. Newcomb, Travelers; vice-president, A. L. Willard, Standard Life and Accident; secretary, C. F. Kreis; treasurer, L. P. Horton, United States Casualty. The present officers, elected at the annual meeting in March, 1909, are: President, C. F. Kreis, Pacific Mutual; vice-president, F. C. Fry, Travelers and Standard Accident; secretary, H. H. Woodsmall, United States Casualty; treasurer, Ralph R. Doble, Aetna Life.

INDIANAPOLIS LIFE INSURANCE COMPANY, Indianapolis, Ind. Organized 1905. Albert Goslee, president; Joseph Raub, secretary.

INDUSTRIAL LIFE AND HEALTH INSURANCE COMPANY of Atlanta, Ga. Organized 1892. John N. McEachern, president; I. M. Sheffield, secretary.

INDUSTRIAL LIFE INSURANCE IN 1908. The following tabular statement exhibits the industrial life insurance business transacted in the United States in 1908:

Companies.	Amount Written.	Amount in Force Dec. 31, 1908.
American National, Galveston, Tex.,	\$9,095,597	\$8,167,769
Baltimore Life, Md.	5,619,650	10,584,914
Boston Mutual	8,372,524	8,728,350
Colonial Life, Jersey City, N. J.	10,487,057	16,392,759
Commonwealth Life, Louisville, Ky.	489,321	3,336,299
Equitable, Washington, Ind.	1,619,299	3,394,167
Eureka, Baltimore.	2,358,830	2,128,111
Home Friendly Society, Baltimore.	2,818,620	6,265,970
Immediate Benefit, Baltimore.	1,156,954	2,427,381
John Hancock Mutual Life, Boston.	54,340,440	280,903,308
Life Insurance Co. of Virginia, Richmond..	15,641,338	54,798,537
Metropolitan Life, New York.	240,208,474	1,334,951,425
Mutual, Baltimore.	2,651,708	6,855,819
Prudential, Newark, N. J.	216,776,808	891,057,438
Rome Life, Rome, Ga.	1,962,924	910,280
Western and Southern, Cincinnati.	15,277,021	36,753,834
Total.	\$594,876,565	\$2,667,656,361
Total, 1907.	\$560,972,918	\$2,563,722,114
" 1906.	572,290,330	1,432,466,379
" 1905.	653,947,494	2,298,006,617
" 1904.	582,865,238	2,029,935,817
" 1903.	586,949,427	1,971,568,059
" 1902.	606,115,204	1,898,260,115
" 1901.	581,446,801	1,620,281,283
" 1900.	559,988,661	1,464,114,284
" 1899.	494,579,973	1,271,668,879
" 1898.	398,574,448	1,094,191,225

INDUSTRIAL MUTUAL INSURANCE COMPANY, Boston, Mass. Organized 1890. Chas. T. Plunkett, president; Benjamin Taft, secretary.

INSURANCE DEPARTMENTS, CHIEF OFFICERS OF.
The following is a list of the state and territorial officials having supervision of insurance at the time this volume was put to press:

States and Territories.	Names.	Official Titles.	Official Residences.
Alabama	Frank N. Julian.....	Insurance Commissioner.....	Montgomery.
Alaska	William L. Distin.....	Surveyor-General	Sitka.
Arizona	John H. Page.....	Secretary of Territory.....	Phoenix.
Arkansas	John R. Jobe.....	Auditor of State.....	Little Rock.
California	E. Myron Wolf.....	Insurance Commissioner.....	San Francisco.
Colorado	Wm. C. Clayton.....	Superintendent of Insurance.	Denver.
Connecticut	T. H. Macdonald.....	Insurance Commissioner.....	Hartford.
Delaware	Geo. W. Maull.....	Insurance Commissioner.....	Milford.
Dist. of Columbia.	Thomas E. Drake.....	Superintendent of Insurance.	Washington.
Florida	William V. Knott.....	State Treasurer.....	Tallahassee.
Georgia	William A. Wright.....	Comptroller-General	Atlanta.
Hawaii	A. J. Campbell.....	Insurance Commissioner.....	Honolulu.
Idaho	C. D. Gaslind.....	Insurance Commissioner.....	Boise City.
Illinois	Fred W. Potter.....	Insurance Superintendent.....	Springfield.
Indiana	J. C. Billheimer.....	Auditor of State.....	Indianapolis.
Iowa	John L. Bleakley.....	Auditor of State.....	Des Moines.
Kansas	Charles W. Barnes.....	Superintendent of Insurance.	Topeka.
Kentucky	Charles W. Bell.....	Insurance Commissioner.....	Frankfort.
Louisiana	E. J. McGivney.....	Dep. Secretary of State.....	Baton Rouge.
Maine	Beecher Putnam.....	Insurance Commissioner.....	Augusta.
Maryland	Benjamin F. Crouse.....	Insurance Commissioner.....	Baltimore.
Massachusetts	F. H. Hardison.....	Insurance Commissioner.....	Boston.
Michigan	James V. Barry.....	Commissioner of Insurance.	Lansing.
Minnesota	John A. Hartigan.....	Insurance Commissioner.....	St. Paul.
Mississippi	T. M. Henry.....	Insurance Commissioner.....	Jackson.
Missouri	John Kennish.....	Supt. of Insurance Dept.....	Jefferson City.
Montana	H. R. Cunningham.....	State Auditor.....	Helena.
Nebraska	J. L. Pierce.....	Auditor of Public Accounts.	Lincoln.
Nevada	Jacob Eggars.....	State Comptroller.....	Carson City.
New Hampshire.....	George H. Adams.....	Insurance Commissioner.....	Concord.
New Jersey	Vivian M. Lewis.....	Com'r of Banking and Ins..	Trenton.
New Mexico	Jacobo Chaves.....	Superintendent of Insurance.	Santa Fe.
New York	Wm. H. Hotchkiss.....	Superintendent of the Insurance Department.....	Albany.
North Carolina.....	James R. Young.....	Insurance Commissioner.....	Raleigh.
North Dakota	E. C. Cooper.....	Commissioner of Insurance.	Bismarck.
Ohio	David T. Rockwell.....	Superintendent of Insurance.	Columbus.
Oklahoma	T. J. McComb.....	Commissioner of Insurance.	Guthrie.
Oregon	S. A. Rosen.....	Insurance Commissioner.....	Salem.
Pennsylvania	David Martin.....	Insurance Commissioner.....	Harrisburg.
Rhode Island	Charles C. Gray.....	Insurance Commissioner.....	Providence.
South Carolina	F. H. McMaster.....	Insurance Commissioner.....	Columbia.
South Dakota	Orville S. Basford.....	Insurance Commissioner.....	Pierre.
Tennessee	Reau E. Folk.....	Insurance Commissioner.....	Nashville.
Texas	Thos. B. Love.....	Commissioner of Insurance.	
Utah	George B. Squires.....	Statistics and History.....	Austin.
Vermont	G. W. Bailey.....	Insurance Commissioner.....	Salt Lake City.
Virginia	Ed. H. Deavitt.....	Insurance Commissioners.....	Montpelier.
Washington	Joseph Button.....	Insurance Commissioner.....	Richmond.
West Virginia	J. H. Schively.....	Insurance Commissioner.....	Olympia.
Wisconsin	J. S. Darst.....	Auditor	Charleston.
Wyoming	George E. Beedle.....	Commissioner of Insurance.	Madison.
	Leroy Grant.....	State Auditor.....	Cheyenne.

In the years 1897 to 1904, inclusive, there were bills to create distinct state departments of insurance before the legislatures of Alabama, Colorado, Hawaii, Idaho, Iowa, Louisiana, Mississippi, Montana, New Mexico, North Carolina, Oklahoma, South Carolina, South Dakota, Utah, Virginia, Vermont, and West Virginia.

Successful legislation was had in the following instances: In 1897 Alabama created a department, making the secretary of state insurance commissioner *ex officio*, and South Dakota established a department. In 1899 North Carolina established a department. In 1901 Idaho, and in 1902 Mississippi established departments. In 1902 Congress established an insurance department in the District of Columbia. In 1903 Hawaii created the office of insurance commissioner, and the same year Virginia transferred the supervision of insurance from the state auditor's office to the new corporation commission, and in 1906 created a department of insurance, but it remains under the corporation commission. New Mexico established a department of insurance in 1905. Colorado established a department in 1907, and bills to establish insurance departments in Indiana, Iowa, Utah, and West Virginia failed of enactment in 1907. Texas in 1907 transferred the supervision of insurance from the department of "agriculture, insurance, statistics and history," to a separate department, and a separate department was created in Washington by the legislature of 1907. In South Carolina in 1908 the legislature passed a law creating an insurance department. Laws were passed in 1909 creating separate insurance departments in Oregon and Utah.

Congress in 1903 created a Department of Commerce and Labor, one of the duties of which is "to gather, compile, publish, and supply useful information concerning . . . corporations engaged in insurance."

INSTITUTE OF AMERICAN MARINE UNDERWRITERS.
[See American Institute of Marine Underwriters.]

INSURANCE COMPANY OF NORTH AMERICA, Philadelphia, Pa. Founded 1792; capital, \$3,000,000. Eugene L. Ellison, vice-president; J. Howard Wright, secretary.

INSURANCE COMPANY OF TENNESSEE, Nashville, Tenn. Organized 1900. This company re-insured in 1908 and retired.

INSURANCE COMPANY OF THE STATE OF ILLINOIS, Rockford, Ill. Established 1895; capital, \$300,000. C. F. Henry, president; George L. Wiley, secretary and manager.

INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA, Philadelphia, Pa. Organized 1794; capital, \$200,000. J. Henry Scattergood, president; Edgar R. Dannels, secretary.

INSURANCE DEPARTMENT OFFICIALS, ANNUAL CONVENTION OF. [See National Insurance Convention.]

INSURANCE ENGINEERING EXPERIMENT STATION.

For outline of the purpose of the station see *Cyclopedia* for 1904-5 and 1905-6. [See also *Underwriters Laboratories*.]

INSURANCE EXCHANGE OF MEMPHIS. This organization came into existence in the year 1871, under the name of the Memphis Board of Underwriters, but was reorganized in 1896, and the present name adopted.

The officers of the Exchange are: E. F. Wills, president; H. M. McKay, vice-president; William F. Dunbar, secretary.

A salvage corps with superintendent and eight men is maintained by the Exchange, and the officers of the corps are: J. Thos. Wellford, president; J. P. Edrington, vice-president; William F. Dunbar, secretary and treasurer. M. P. Conroy is superintendent.

Rating and inspection functions transferred February 15, 1908, to the Tennessee Inspection Bureau. F. H. Warren is District Manager of the Memphis office.

INSURANCE JOURNALISM. The following is a list of insurance periodicals published in the United States, with the date of first publication, original and present location, and original and present publishers. Papers which are exclusively organs of companies and published by them are not included. The *Cyclopedia* is indebted to the Blue Book, published by Mr. C. C. Hine in 1877, for much of the data respecting the earlier insurance periodicals. [See *Cyclopedia* for 1899-1900 for the earlier publications not now published.]

- 1853—Insurance Monitor, New York, established as the Insurance Monitor and Wall Street Review, Thomas Jones, Jr., Weekly, afterward changed to monthly; published by C. C. Hine from 1868 to 1897; C. C. Hine and Walter S. Nichols, editors during this period; present publisher, C. C. Hine's Sons Company; Walter S. Nichols, editor; C. G. Hine, president; T. A. Iline, treasurer; Robert B. Moyer, secretary; R. M. Chemdor, manager.
- 1857—Insurance Intelligencer, Philadelphia, Orrin Rogers, monthly, afterward changed to fortnightly and weekly, now a monthly. Published and edited by F. C. Oviatt.
- 1859—Weekly Underwriter, New York, began as the New York Underwriter and General Joint Stock Register, New York, J. B. Ecclesine, first weekly, name changed to the Wall Street Underwriter in 1867, afterward monthly, became the New York Underwriter in 1878, and was published by the Underwriter Printing and Publishing Company, A. D. Brigham, president. In 1880 it became a weekly under the present title. Henry R. Hayden was editor from 1880 until his death in 1899. Present publisher, the Underwriter Printing and Publishing Company, Charles A. Jenney, president. Present editor, George W. Olney.
- 1862—American Exchange and Review, Philadelphia, John A. Fowler, monthly.
- 1862—New York Insurance Journal, formerly Insurance Journal and Real Estate Gazette, New York, established by T. & J. Slater, monthly, succeeded by St. George Kempson, January 1, 1894, now fortnightly. Published by the Duffie Publishing Co., Grace D. B. Kempson, editor; Louis N. Geldert, general manager.
- 1865—Baltimore Underwriter, Baltimore, Md., C. C. Bombaugh, monthly, afterward weekly, and then fortnightly, now published by J. H. McClellan.
- 1866—Chronicle, Chicago, J. J. W. O'Donoghue, weekly; afterward transferred to New York, and now published by the Chronicle Company, Alfred B. Dawson, president; Chas. D. O'Brien, secretary.

- 1867—*Western Insurance Review*, St. Louis, established by John P. Thompson & Co.; afterwards Captain Aldrich was editor and proprietor. Sold by Mrs. Aldrich to N. H. Weed; now published by Western Insurance Review Co.; Tarleton Brown, president, monthly.
- 1868—*Spectator*, Charles D. Lakey and James H. Goodsell, Chicago, monthly, afterwards transferred to New York and changed to weekly, now published by the *Spectator Company*, Clifford Thomson, editor.
- 1868—*United States Review*, began as the *Northwestern Review*, Chicago, by W. F. Brewster, transferred to Philadelphia, present name adopted, now weekly, published by the *United States Review Publishing Company*, R. R. Dearden, president; R. R. Dearden, Jr., secretary.
- 1869—*Insurance Times*, New York, Stephen English and Z. Wilmshurst, monthly, now published by the estate of Dr. P. T. Kempson, J. A. Van Cleeve, editor.
- *1869—*Philadelphia Underwriter*, Philadelphia, S. E. Cohen, monthly, afterward published by E. Kellogg, now the *Underwriter*, published by the *Underwriter Company*, New York and Philadelphia; William Miller, editor.
- 1871—*Argus*, Chicago, began as the *Insurance Herald*, Chicago, by George I. Yeager, monthly, succeeded by the *Argus* in 1877, published monthly by the *Rollins Publishing Company*; T. W. Dealy, manager; P. J. V. McKian, editor.
- 1871—*Insurance Law Journal*, St. Louis, D. H. & H. L. Potter, monthly, transferred to New York in 1874, now published by C. C. Hine's Sons Company; present editor, Walter S. Nichols.
- 1871—*Coast Review*, San Francisco, L. B. & J. G. Edwards, publishers; J. G. Riley, editor; present publisher, Mrs. J. G. Edwards; present editor, E. H. Bacon, monthly.
- 1872—*Standard*, Boston, began as the *Insurance Index*, Cincinnati, W. T. Tillinghast, monthly, transferred to Boston, name changed to the *Standard* in 1882, publication changed to weekly, now published by *Standard Publishing Company*; C. E. Belcher, manager.
- 1873—*Insurance Journal*, Hartford, H. R. Hayden, monthly, changed to fortnightly in 1895, and weekly in 1896. Now published twice a month by *Insurance Journal Company*, Warren Hayden, editor; H. R. Hayden, Sec'y and Treas.
- 1873—*Insurance Age*, New York, S. S. Norton, monthly, now published by Matthew Griffin; present editor, George W. Hatch.
- 1874—*Insurance World*, Pittsburgh, J. C. Bergstresser, monthly, became a weekly in 1900.
- *1874—*Investigator*, Chicago, Reed & Bloomington, monthly, afterward weekly; now published by Herbert W. Bloomington. Merged with the *Insurance Field* 1908 and no longer published.
- 1874—*Insurance Critic*, Chicago, G. W. & J. Reed, Jr., monthly, afterward transferred to New York and published by George W. Corliss. Present publisher: the Corliss estate.
- 1876—*Insurance and Commercial Magazine*, New York, monthly, started as the *Insurance Agents' and Brokers' Magazine*, W. H. Livingston. Present editor and publisher, Charles F. Howell.
- 1877—*Review*, New York, Daily Bulletin Association, now insurance edition of the *Journal of Commerce and Commercial Bulletin*, weekly; Sumner Ballard, editor.
- 1878—*Rough Notes*, Indianapolis, Ind., H. C. Martin, publisher, began as monthly, now weekly.
- 1879—*Insurance Record*, New York, C. J. Smith, monthly; present editor, P. J. Heilmann.
- 1881—*Mutual Underwriter*, Green Spring, O., originally a reinsurance paper, monthly, removed to Rochester, N. Y., and became an assessment life insurance organ, *Mutual Underwriter Company*, publishers.
- 1882—*Indicator*, Detroit, Mich., W. H. Burr, monthly; now published by F. H. Leavenworth Publishing Company, fortnightly; J. J. Oliver and William H. Burr, editors.
- 1883—*Insurance*, New York, Davis & Lakey; present publisher and editor, Charles D. Lakey; weekly.
- *1883—*Guardian*, Boston, Mass., George D. Eldridge, monthly; Removed to New York in 1899. Name changed in 1905 to *Notes and Comments*; editor, George D. Eldridge; W. T. Eldridge, manager.

* No longer published.

- 1883—Insurance News, Philadelphia, W. H. Wells, monthly, afterwards published by Mrs. W. H. Wells; W. S. Schermerhorn, editor and manager.
- 1883—Vindicator, Atlanta, Ga., Garrett Brown, afterwards transferred to New Orleans, monthly, now semi-monthly, published by the Vindicator Publishing Company, Stephen H. Alison, president and editor.
- 1887—Pacific Underwriter, San Francisco, W. L. Eaton, monthly, afterward changed to fortnightly; present proprietor and publisher, Robert W. Neal; editor, Will G. Taffinder.
- 1888—Insurance Herald, Louisville, monthly, afterwards changed to weekly. Insurance Herald Company, publishers; Howard Geldert, manager; removed to Atlanta, Ga., in 1901.
- 1888—Insurance Agent, New Orleans, La., Charles M. Hero, monthly.
- 1889—Views, Washington, D. C., Max Cohen, monthly.
- 1889—Independent, Chicago, G. L. McKean, monthly; now The Life Insurance Independent; N. H. Weed, manager; removed to New York in 1902.
- 1890—Insurance Advocate, began as the Insurance Echo, Philadelphia, monthly; transferred to New York and name changed; H. E. Roberts, editor and manager.
- 1891—Adjuster, San Francisco, monthly. J. A. Carey, present editor.
- 1891—Insurance Magazine, began as the Insurance and Investors' Magazine, Kansas City, Mo., monthly; D. W. Wilder & Son, publishers and editors; transferred to Chicago in 1897, and back to Kansas City in 1898.
- *1892—Insurance Sun, San Francisco, monthly, Mrs. Clara H. Case, publisher.
- 1892—Surveyor, New York, weekly, established A. G. Hall, editor and proprietor, now published fortnightly.
- 1892—Insurance Post of Chicago, semi-monthly, established by Charles A. Hewitt, now published by Insurance Post Publishing Co., Thomas R. Weddell, editor and manager; Wm. R. McBurney, associate editor.
- 1893—Underwriters' Review, Des Moines, Ia., monthly, F. A. Durham, publisher; changed to semi-monthly; now published by the Underwriters' Review Company, Frank L. Miner, proprietor and manager, A. H. Huling, editor.
- 1893—Vigilant, New York City, Patrick J. Hanway, monthly; present editor, C. J. Smith.
- 1894—American Underwriter Magazine and Insurance Review, originally Thrift, title changed in 1902 and the words "Magazine and Insurance Review" were added in 1908, New York city, Thrift Publishing Co., publishers; E. Bunnell Phelps, editor; monthly.
- 1894—National Underwriter, Baltimore, Md., monthly.
- 1895—Insurance Register, Philadelphia, H. W. Smith, monthly; B. F. Hughes, present proprietor and editor; F. P. Vogel, associate editor and manager.
- 1895—Western Economist, Des Moines, Ia., monthly, B. W. Blanchard, editor.
- 1895—Insurance Press, New York City, weekly, Franklin Webster.
- 1895—Life Insurance Courant, Oak Park, Ill., A. J. Flitcraft, monthly.
- 1895—Insurance Observer, New York City, monthly, W. A. Thomas; present publishers, Observer Circulating Company; John S. Hanson, editor; Charles A. Anderson, manager.
- 1895—Interview, New York City, Interview Publishing Company, fortnightly; now monthly; C. L. Franklin, proprietor.
- 1896—Assurance, started as Accident Assurance, Boston, Mass., monthly; removed to New York in 1899; W. De M. Hooper and W. E. Underwood, editors and proprietors.
- 1897—Insurance Report, Denver, Col., Garrett Brown, monthly; now published by Insurance Report Co., Cyrus K. Drew, editor and manager.
- 1897—Western Underwriter, Chicago and Cincinnati, O., started as the Ohio Underwriters, O., by E. Jay Wohlgemuth, every other Thursday; changed to weekly, and combined with Black and White. Present publishers, Western Underwriter Company; E. J. Wohlgemuth, president; G. W. Wadsworth, secretary; C. M. Cartwright, managing editor; Wm. S. Crawford, associate editor.
- 1897—Southeastern Underwriter, Atlanta, Ga., started as Insurance Gossip, W. E. Evans; present name taken in September, 1898, monthly; present publishers, Southeastern Underwriter Company, Orville H. Hall, manager.
- 1897—Policy-holder, Springfield, Mo., J. C. McManima, monthly.

* No longer published.

- *1898—Insurance Prospect, originally Flash Lights, Atlanta, Ga., F. B. Brantly, monthly; Louis Phillips, present proprietor and editor.
- *1899—Insurance Topics, Boston, Mass., monthly; started with George S. Merrill, editor; present publishers, The Insurance Topics Company; Harry L. Tilton, Manager.
- 1899—Insurance Index, American edition New York and Hartford, R. B. Caverly, proprietor; monthly.
- *1899—Monthly Journal of Insurance Economics, Boston, Henry H. Putnam, editor and proprietor, monthly; now published as monthly supplement to Eastern Underwriter.
- 1899—Insurance Field, Louisville, Ky., published by the Insurance Field Company, August Strauss, president; C. I. Hitchcock, secretary and general manager; Young E. Allison and Champion I. Hitchcock, editors; weekly.
- 1901—Insurance Leader, St. Louis, Mo., monthly, by the Leader Publishing Company, Garrett Brown, editor and manager.
- 1901—Insurance Engineering, New York city, monthly, Franklin Webster, editor and publisher.
- 1901—Criterion, Winchester, Tenn., Abb Landis, bi-monthly; removed to Davenport, Iowa.
- 1902—Best's Insurance News, Alfred M. Best Company, New York, monthly.
- 1903—American Agency Bulletin, Boston, Mass., monthly; Henry P. Putnam, publisher and editor.
- 1903—Texas Insurance, Houston, Tex., semi-monthly; R. B. Forman, editor.
- 1904—Insurance Educator, Louisville, Ky., monthly; Insurance Educator Company, publishers, now the Life Insurance Educator monthly, of the Insurance Field.
- *1905—Protection, New York, monthly; Garrett Brown, editor and publisher.
- 1905—Northwest Insurance, St. Paul, Minn., monthly; James C. Matchitt, editor and publisher.
- 1905—Expositor, The, Newark, N. J., monthly; The Expositor Company, publishers, R. F. Ross, president; R. F. Ross, Charles I. Simonson, editors.
- 1905—Underwriters Report, San Francisco, established as Life Insurance Report, published monthly. Changed to a weekly in 1907 and name changed. John C. Piver, editor and publisher.
- 1906—Journal of Fire, New York city, monthly; Journal of Fire Publishing Co., publishers. Peter J. McKeon, editor; Henry Wrecks, manager.
- 1906—Life Association News, New York city, monthly; N. H. Weed, editor and publisher (official organ National Association of Life Underwriters).
- 1907—Eastern Underwriter, New York, combined with Monthly Journal of Insurance Economics. Published weekly by Eastern Underwriter Company; Henry H. Putnam, president; B. F. Hadley, vice-president; G. A. Watson, secretary-treasurer.
- 1907—Insurance Truth, New York, Charles A. Hewitt, editor and publisher. Semi-monthly.
- 1907—Fire Prevention, New York, monthly; A. Irving Brewster, publisher.
- 1908—Industrial Review, Philadelphia. Published by the Industrial Review Publishing Co., F. C. Oviatt, editor; E. O. Howell, manager.
- 1908—The Policy-holder, Fort Worth, Texas, monthly; Carl Crow, editor; devoted to the interests of insurance buyers.

* No longer published.

Besides these regular class papers, there are several daily and weekly papers which devote one or more columns in each issue to insurance news and the discussion of insurance questions. The principal of these papers are the *New York Journal of Commerce and Commercial Bulletin*, Sumner Ballard, insurance editor; *New York Commercial*, A. E. Harrell, insurance editor; *New York Mail and Express*, New Orleans States, Boston Herald, Chicago Record-Herald, T. R. Weddell, insurance editor; *Atlanta Constitution*, Louisville Courier-Journal, and among weeklies, *The Independent*, of New York, Boston Commercial Bulletin, and San Francisco Commercial News.

Most of the life, and some of the fire, and casualty insurance companies issue weekly, monthly, quarterly, or occasional company papers. Among these may be mentioned the *Ætna*, the *Home*, the *Manhattan*, the *Metropolitan*, the *Union Central*, *The Phoenix*, *Hartford Life Bulletin*, *Union Mutual*, and the *South Atlantic*, by the life companies of those names; *The Statement*, by the Mutual (name changed to *Mutual Interests* in 1907), the *Travelers Record*, by the Travelers; the *Ingleside*, by the United States Life; *Provident Savings Record* and *Provident Spirit*, by the Provident Savings Life; the *Massachusetts Quarterly*, by the Massachusetts Mutual Life; *Virginia*, by the Life Insurance Company of Virginia; the *Monthly Bulletin*, by the Fidelity and Casualty; *Indemnity*, by the Preferred Accident; the *Prudential Weekly Record* and *The Prudential*, by the Prudential; the *Security Ledger*, by the Security Mutual Life of Binghamton, N. Y.; *Ætna Life News* by the Ætna Life; *The Pelican*, by the Mutual Benefit Life; *The John Hancock Field* and *The John Hancock Satchel*, by the John Hancock Mutual Life; *The National Messenger*, by the National Life of Vermont; *The Interstate Herald*, by the Interstate Life; *The Pacific Mutual News*, by the Pacific Mutual Life; the *Bulletin*, by the Massachusetts Mutual Accident; *Fieldman*, by the Pennsylvania Casualty; the *Fireman's Fund Record*, by the Fireman's Fund of San Francisco; *Now and Then*, by the Glens Falls; *Whittlings*, by the New Hampshire Fire; *Short Rates*, by the Pacific coast department of the Pennsylvania Fire; *Rambling Notes*, by Brown, Craig & Co. of San Francisco; the *Locomotive*, by the Hartford Steam Boiler, and the *Fidelity Journal*, by the Fidelity Mutual Life; *Employers' Liability Commentator*, by the Employers' Liability Corporation; *The Indemnitor*, by the Ætna Indemnity; *The Budget*, by the Maryland Casualty; the *Federal*, by the Federal Life, Chicago; *The Pilot*, by the Southern Life & Trust of Greensboro; *Caritas*, by the Reliance Life, Pittsburg; *Northwestern National News*, by the Northwestern National Life of Minneapolis; *The Empire*, by Empire Surety; *Chicago Life*, by Chicago Life; the *Arrow*, by the Home Life, and the *Monthly Review* by the General Accident; *Plico*, by the Philadelphia Life; *The Dotted Line*, by the American Mutual Life, Indianapolis; *Continental Agents Record* by the Continental Casualty Company; *The Firing Line* by the Colorado National Life, Denver; *Office and Field* by the Hartford Life.

There are some thirty weekly, monthly, and quarterly papers printed by mutual beneficiary societies, besides several publications and regular bulletins issued by underwriting organizations.

During 1908 death removed from active journalism, Israel C. Pierson, associate editor of the *American Underwriter Magazine and Insurance Review*, and two formerly active insurance journalists, J. Thomas Patterson and Matthew Griffin, publisher of the *Insurance Age*, died during the year. P. J. V. McKian, formerly editor of *The Argus*, returned to insurance journalism with the beginning of 1909, again becoming editor of *The Argus*, and Dr. J. A. Fowler, editor of the *American Exchange and Review*, retired from active journalism.

INSURANCE JOURNALISTS' ASSOCIATIONS. Since 1881 three associations of representatives of insurance periodicals have existed: the Insurance Journalists' Association of the United States, organized in 1881, which lasted about ten years; the Insurance Journalists' Association of America, organized in 1895, and having a fitful two years' life [for an account of these organizations, see the *Cyclopedia of Insurance* for 1897-98]; and a third association, constructed on different lines, admitting men connected with all classes of insurance periodicals, and meeting at dinner but once annually, started in New York, February 2, 1899. The last took the name of the "Once a Year Club," which see.

INSURANCE LIBRARY ASSOCIATION OF BOSTON is an incorporated society, maintaining a library at No. 55 Kilby street, Boston, more particularly for the use of those interested in fire insurance. Maps of every city and town in New England, files of all current insurance magazines, and all law books or other literature pertaining to the business, are kept at its rooms, which are in charge of a librarian and are kept open on all business days of the year. Ownership is vested in its members, who must be connected with the field work of a fire insurance company doing business in New England, and who must first be members of the New England Insurance Exchange. The privileges of the library, except the use of the maps, are also extended to subscribers, but they have no vote in the affairs of the association. The management is by a board of trustees, elected annually, which chooses a president and treasurer from its number. The present board consists of H. L. Hiscock, president; Edward C. Brush, W. Herbert Boutell, Gayle T. Forbush, Charles F. Hawes, George Neiley, Charles D. Palmer, and E. C. Brush, treasurer and clerk; D. N. Handy is librarian. The library plant represents an investment of over \$10,000. The society was incorporated December 28, 1887. The annual meeting is held the second Saturday in January. [For further particulars, see *Cyclopedia of Insurance* for 1890, page 84.] The association in 1905, provided an associate membership, and the means of furnishing a course of lectures, and extended the use of its library to the younger men engaged in fire insurance.

INSURANCE SOCIETY OF NEW YORK was temporarily organized December 11, 1900, for social and educational purposes. The formal organization took place February 26, 1901, at which the following officers were elected: President, Sam. P. Blagden; vice-presidents, Henry E. Hess, Cecil F. Shallcross, William N. Kremer, and A. M. Thorburn; treasurer, Washington Irving; secretary, R. P. Barbour; executive committee, E. U. Crosby, Wallace Reid, John W. Nichols, Howard Hampton, James Marshall, F. H. Douglas, and Lewis F. Burke. At the annual meeting, held February 23, 1909, officers and executive committee were elected as follows: President, A. R. Hosford; vice-presidents, H. E. Hess, E. M. Crosby, T. A. Ralston, and A. M. Thorburn; secretary and treasurer, E. R. Hardy; executive committee: F. E. Pierce, chairman; R. B.

Dawson, W. H. Koop, F. S. Pendleton, G. G. Hooper, C. R. Pitcher, D. Roberts and P. G. Farquharson.

INTERNATIONAL ASSOCIATION OF ACCIDENT UNDERWRITERS was organized at Niagara Falls, N. Y., December 18, 1891, by companies doing an accident business on the assessment plan. Seventeen associations took part in the organization, and its object was declared to be "to foster and guard the mutual interests of accident underwriting by the promotion of just and equitable laws as distinct from the business of life insurance." At the annual meeting in 1900 the by-laws were amended, and its object declared to be "the advancement of the general interest of accident and health underwriting," and its membership has been broadened to include stock accident companies. The first annual meeting was held at Buffalo, N. Y., June 27, 1892.

The twenty-first annual meeting of the association was held at Atlantic City, July 7, 8, 9 and 10, 1908. President Alexander presided, and in his annual address said the present condition of the association was a cause for congratulation, and referring to some of the criticisms of the association for its failure to take decisive steps to inaugurate reforms, which criticisms were ill-founded, briefly pointed out some of the important work accomplished by the association, and said that the failure to accomplish other desired work was due to a lack of co-operation. The president paid a tribute to the influence of the insurance press, and said an opportunity for instructive work which lies before the association was to be found in consideration of the effect on loss ratio due to the special features embodied in most accident policies, and he added that the question whether or not better results both to the public and the insuring companies could not be obtained by offering to the public simpler contracts of disability protection, was one worthy of the most serious consideration by the association. Conflicting court decisions, which were a menace to the smooth conduct of the business, and apparently the outgrowth of complexity and lack of uniformity in contract forms, and the subject of taxation, were suggested as matters requiring the serious attention of the association.

Secretary Robinson reported a total membership of fifty-eight companies, and urged a fuller co-operation and active part by all members in the affairs and work of the association. The treasurer reported the association in good financial condition. Following the reports of officers the executive committee, William Bro Smith, chairman, reported, reviewing legislation proposed in the several states affecting accident insurance and action taken in respect thereto, and reference was also made to taxation and the co-operation of the association with others in compiling data as regards taxation and fees. Figures showing the burden of taxation was submitted, and the committee expressed the hope that the members would co-operate in all efforts for reform in taxation. Reference was also made to the Missouri suicide law, and the committee stated that

it was settled that the law applied to contracts of accident insurance, and the one avenue for relief was in an amendment to the law. The committee on tabulation of statistics, Dr. Keelor, chairman, reported progress, but stated that a much larger volume of experience was necessary to enable the committee to make up tables of any practical value, and the cost of preparing tables of experience from the data supplied would be out of all proportion to the results attained. The committee spoke of the failure of some companies to co-operate in furnishing the data, and suggested that a definite understanding be reached in respect to further efforts to accomplish the work the committee has in hand. The committee on George E. McNeil Memorial, A. E. Forrest, chairman, made a brief report recommending that the committee be made a permanent one and that it have power to investigate cases of heroism. Reports from committees on "Standard Manual or Uniform Classification of Occupations," W. C. Faxon, chairman; on "Uniform Policy Phraseology," Franklin J. Moore, chairman, and on "Automobile Hazards," W. De M. Hopper, chairman, were also presented.

Addresses were delivered by Reau E. Folk, insurance commissioner of Tennessee, Frederick H. Nash, of Boston; Lyman A. Spaulding, president of the Casualty Company of America, on "The Province of an Attorney on Accident Insurance"; E. E. Rittenhouse, superintendent of insurance of Colorado; C. H. Harbaugh, M.D., on "Accidents Caused by Disease;" R. B. Armstrong, and by E. W. De Leon, vice-president Casualty Company of America, on "The Present Influence of Competition Upon Accident Insurance."

Insurance Commissioner Rittenhouse discussed the question of insurance taxation, and said: "insurance companies are paying, through insurance departments, in fees and taxes a sum amounting in round figures to twelve millions of dollars per annum, about ten million of which came from tax levied for the most part on premium income," and while, he said, this was originally intended to cover the expenses of the departments, and was a license tax, but as the business increased the income increased and the tax had become a purely revenue measure. The speaker expressed himself as not in sympathy with the criticisms of legislators, and nothing could be gained by constantly criticising them, and it was necessary to educate the legislators to the point of appreciating the injustice and burden of the tax upon insurance. The speaker referred to the action of the Insurance Commissioner's Convention in taking up this question, and said that what the commissioners could do was limited, and the duty of educating the legislators and public was the companies'. He suggested a campaign of education, through the organization of a bureau which would take up in a systematic and business like manner the work of educating the public in general, and governors and legislators in particular, upon the question of taxation.

Officers were elected as follows: President, H. G. B. Alexander, Continental Casualty, Chicago; vice-presidents, L. T. Le Beaume, Travelers Protective Association; John Emo, Canadian Railway

Accident Association; secretary, E. Gilbert Robinson, National Masonic Provident Association; treasurer, F. R. Pitcher, United States Health and Accident; librarian, Horace B. Meininger, German Commercial Accident; executive committee: William Bro Smith, Travelers, chairman; A. E. Forrest, R. S. Keelor, F. J. Moore, George S. Dana, Louis H. Fibel, Walter C. Faxon, E. W. De Leon, and Edson S. Lott. (The association publishes the proceedings of the annual meeting.)

INTERNATIONAL ASSOCIATION OF FIRE ENGINEERS.

Organized in 1873. The thirty-sixth annual meeting of this association was held at Columbus, Ohio, in September, 1908, and the following were elected officers: President, Fillmore Tyson, Louisville, Ky.; vice-president, G. W. Horton, Baltimore, Md.; second vice-president, John Thompson, Toronto, Can., secretary, James McFall, Roanoke, Va.; treasurer, D. C. Larkens, Dayton, Ohio. A vice-president from each state was also elected. Several papers on fire protection and fire department equipment were read and discussed.

INTER-SOUTHERN LIFE INSURANCE COMPANY, Louisville, Ky. Organized 1907; capital \$250,000. John H. Leathers, president; H. K. Cole, secretary-treasurer.

INTER-STATE LIFE ASSURANCE COMPANY, Indianapolis, Ind. Organized 1897. William Fortune, president, Colin E. King, secretary.

IOWA ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized at a meeting at Des Moines in March, 1907, with the election of Frank B. Kauffman as president and Robert J. Baird, secretary and treasurer. A meeting was held in June, and the organization completed. Officers were elected as follows: President, B. F. Kauffman, Des Moines; vice-president, W. F. Grandy, Sioux City; secretary-treasurer, H. W. Binder, Council Bluffs. The present officers elected at the annual meeting in June, 1909, are: President, H. W. Binder, Council Bluffs; vice-president, George H. Henderson; secretary-treasurer, W. C. Ballard, Des Moines; executive committee, W. F. Grandy, Sioux City; B. F. Kauffman, Des Moines; Frank W. Coates, Lew W. Anderson and the officers.

IOWA, INSURANCE SUPERVISION IN, 1870-1909. By act of the legislature of 1868 the auditor of state was charged with the duties of insurance supervision. This official is elected by the people for two years. The following is a list of auditors since 1865:

John A. Elliott,	1865-1871	James A. Lyons,	1887-1893
John Russell,	1871-1875	C. G. McCarthy,	1893-1899
Buren R. Sherman,	1875-1881	F. F. Merriam,	1899-1903
William V. Lucas,	1881-1883	B. F. Carroll,	1903-1909
John L. Brown,	1883-1887		

J. L. Bleakley is the present auditor.

IOWA LIFE UNDERWRITERS' ASSOCIATION was organized in July, 1893, at Des Moines, with the following officers: Sidney A. Foster of the Royal Union Mutual, president; Robert J. Fleming of the Mutual Life of New York, first vice-president; W. A. Bemis of the Ætna Life, second vice-president; J. C. Cummings of the Equitable of Iowa, secretary; C. H. Rumsey of the Penn Mutual, treasurer; C. B. Van Slyke of the Mutual Benefit, R. P. Dart of the National of Vermont, L. B. Durstine of the Equitable of New York, executive committee. The association held a meeting in 1899, and was reorganized in 1902. Cyrus Kirk was elected president, and C. S. Hunter, secretary. At the annual meeting in January, 1909, the following officers were elected: President, J. M. Emery, Des Moines Life; vice-president, Henry Farmer, Ætna; secretary, A. H. Huling, *Underwriters' Review*; treasurer, B. N. Waller, Northwestern Mutual.

IOWA STATE FIRE PREVENTION ASSOCIATION was organized at a meeting held in Des Moines, in October, 1908. The objects of the association are to promote better methods of fire prevention and protection. Officers were elected as follows: president, J. W. Warnshuis, Home of New York; vice-president, W. J. Cecil, American Central; secretary and treasurer, W. W. Waddell, Rochester German; executive committee: F. M. Rice, vice-president of the Des Moines Fire, chairman; E. S. Phelps, North America; E. L. Colburn, Fire Association; George W. Holton, Phoenix of Hartford; C. E. Campbell, secretary of the Merchants & Bankers, and the officers *ex-officio*.

IOWA STATE INSURANCE COMPANY, Keokuk, Ia. Organized 1855. William Logan, president; Hugh Robertson, secretary.

IOWA STATE TRAVELING MEN'S ASSOCIATION, Des Moines, Ia. Organized 1880. J. W. Hill, president; L. C. Deets, secretary.

IRELAND, OSCAR B., second vice president and actuary of the Massachusetts Mutual Life Insurance Company, was born in the city of New York, October 28, 1840. He was graduated from the College of the City of New York in 1859, and went into a mercantile house, but in 1863 joined the army as a lieutenant of the Signal Corps and served through the remainder of the war. After two years' residence in South America he returned to New York and in 1869 began his actuarial studies in the office of D. Parks Fackler. In 1872 Mr. Ireland received the appointment of actuary of the Massachusetts Mutual Life. He was one of the founders and was elected president of the Actuarial Society of America at the annual meeting in 1901, serving until the annual meeting in 1903. He was elected second vice-president and actuary of the company, January 27, 1909.

IRON SAFE CLAUSE. This clause is inserted in policies on stocks of goods in stores in the southern states. The following is the latest form of the clause as revised by the executive committee of the South Eastern Tariff Association in July, 1893:

The following covenant and warranty is hereby made a part of this policy:

1. The assured will take a complete itemized inventory of stock on hand at least once in each calendar year, and unless such inventory has been taken within twelve calendar months prior to the date of this policy one shall be taken in detail within thirty days of issuance of this policy, or this policy shall be null and void from such date, and upon demand of the assured the unearned premium from such date shall be returned.

2. The assured will keep a set of books which shall clearly and plainly present a complete record of business transacted, including all purchases, sales, and shipments, both for cash and credit, from the date of inventory as provided for in first section of this clause and during the continuance of this policy.

3. The assured will keep such books and inventory, and also the last preceding inventory, if such has been taken, securely locked in a fireproof safe at night, and at all times when the building mentioned in this policy is not actually open for business; or, failing in this, the assured will keep such books and inventories in some place not exposed to fire which would destroy the aforesaid building.

In the event of failure to produce such set of books and inventories for the inspection of this company this policy shall become null and void and such failure shall constitute a perpetual bar to any recovery thereon.

The North Carolina legislature in 1907 passed an act amending Section 4759, Chapter 1000, relating to fire insurance policies, providing that the clause "shall not be used or be operative in the settlement of losses on buildings, furniture, and fixtures, or any property not subject to change in bulk and value."

IRVIN, C. J., of the *Ætna Insurance Company* of Hartford, is a native of Perry county, Pa., and a graduate of the University of Pennsylvania of the class of 1884. After leaving the university he embarked in the fire insurance business and in 1888 was appointed special agent for the Fire Association of Philadelphia. From 1891 he represented the Continental as special agent in the middle department, and in January, 1893, was appointed special agent of the *Ætna*. He was vice-president of the association of the middle department in 1899 and president in 1900. He was appointed an assistant secretary of the *Ætna Insurance Company* in December, 1902, but resigned in June, 1905, and resumed the position of special agent of the company for the middle department.

IRVIN, E. C., president of the Fire Association of Philadelphia, was born near Harrisburg, Pa., May 22, 1840. While yet a youth he taught school at Duncannon, Pa., and was afterwards for a number of years manager of the Duncannon Iron Works. He entered the insurance business in 1869 as special agent for Pennsylvania of the Germania Fire of New York. In 1874 he became a general agent of the Phoenix of Hartford for a large territory extending from Pennsylvania to the Gulf of Mexico, with headquarters at Philadelphia. In February, 1884, Mr. Irvin was elected vice-president of the Fire Association and succeeded to the presidency in February, 1891. Mr. Irvin was instrumental in the organization of the "Middle Department" and was the first president and served three terms. In May, 1898, he was elected president of the National Board of Fire Underwriters and served two years.

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JACKSON, JACOB ANDERSON, insurance journalist, New York city, was born in Fairfield county, O., April 29, 1848. He was educated at the common schools and took the classical course at the Ohio Wesleyan College, Delaware, O., graduating in 1870. For six years he was superintendent of public schools, and for seventeen years was in the real estate business, and in 1893 became general agent of the Provident Life and Trust Company for Iowa. In July, 1900, he began the publication of the *American Journal of Life Insurance* at Des Moines, Ia., and upon the consolidation of that paper with the *Chicago Independent* in 1901, he became editor of the *Life Insurance Independent*. The latter publication has since been removed to New York city. Mr. Jackson resigned the editorship of the *Life Insurance Independent* in May, 1903, and has since been connected with the Mutual Life Insurance Company of New York, and is now in charge of the literary work of that company, editor of *The Standard and Points*, author of *Educational Leaflets*, etc.

JAMESON, EDWIN CORNELL, president of the Globe-Rutgers Fire Insurance Company of New York, was born in Somerville, New Jersey, April, 17, 1864, and received his education in the public and private schools and academy of that place. He is a graduate of the New York Law school and a member of the bar in New York state.

JANNEY, JAMES W., general agent of the Provident Life and Trust Company of Philadelphia, with headquarters at Chicago, is a native of Hillsboro, London county, Virginia, where he was born of Quaker ancestry, December 18, 1845. He obtained his education in the Virginia country schools and in Pennsylvania, and on reaching manhood entered upon mercantile pursuits in Baltimore, Md., and at Washington, D. C. In 1876 he went into the service of the Provident Life and Trust as special agent at the home office, Philadelphia. Ten years later, in 1886, he assumed his present position. Mr. Janney was the first president of the Life Underwriters' Association of Chicago, and has always kept in close touch with that efficient organization and with the National Association of Life Underwriters, at whose annual meetings he has been a delegate and active participant. He was again elected president of the Life Underwriters' Association of Chicago at its annual meeting, February 19, 1901.

JANVIER, CHARLES, president of the Sun Insurance Company of New Orleans, was born in that city of American parentage, September 8, 1857. He was educated at the College of the Immaculate Conception of New Orleans. After several years passed in the office of an exchange broker, he entered the service of the Sun Mutual as solicitor, February 15, 1890. He was elected secretary in February, 1891, and succeeded the late Mr. Finley, on his death, as president June 12, 1894. He is also a member of the firm of Janvier & Lee, general agents of the Palatine Insurance Company of London for Louisiana and Mississippi, and general agents of the Sun Insurance Office of London for Louisiana and Mississippi. Mr. Janvier is an administrator of the Tulane Educational Fund, and first vice-president of the Canal-Louisiana Bank & Trust Company. He was elected a member of the state senate of Louisiana in 1904.

JEFFERSON FIRE INSURANCE COMPANY, THE, Philadelphia, Pa. Organized 1855; capital, \$250,000. S. E. Hutchinson, president; Charles B. Jennings, secretary.

JEFFERSON MUTUAL FIRE INSURANCE COMPANY, St. Louis, Mo. Organized 1861. Wm. Reipschlaeger, president; Louis W. Schonebeck, secretary.

JENNESS, FRANK W., secretary of the Underwriters' Association of New York State, is a native of Piermont, N. H., and was born March 27, 1851. At the age of twenty years he entered the insurance business as a local agent at Corning, N. Y., and for one year was engaged as a railroad paymaster. In 1883, he went into the insurance field as special agent for the Insurance Company of North America, for New York State, and five years later with the Aetna Insurance Company as special agent for the same territory. In 1893, he became assistant secretary for the Aetna and resided in Hartford about three years, resigning in 1896 to return to the field as general agent for the same company for New York State. On April 8, 1907, he was elected superintendent of ratings for the Underwriters' Association, and on April 14, 1908, secretary and treasurer of the association.

JENNEY, CHARLES ALBERT, insurance journalist, is a native of New Bedford, Mass., where he was born October 18, 1841. He is a graduate of the high school of that city. From 1862 to 1864 he was commissary of the United States army hospital at Montpelier, Vt., and from 1865 to 1875 a dry goods merchant at Waupun, Wis. In the latter year he entered the service of the National Board of Fire Underwriters, as secretary of its statistical bureau. He was special agent for the tenth United States census, having charge of the division of fire insurance, and special agent for the eleventh census, having supervision of all insurance statistics. His connection with the *Weekly Underwriter* began in 1883. Mr. Jenney is president and treasurer of the Underwriter Printing and Publishing

Company, a fellow of the American Statistical Association and of the Royal Statistical Society of England, one of the board of managers of the Society of American Authors, a member of the American Academy of Political and Social Science, American Trade Press Association, and of the New England Society, Marine and Field Club, Masonic Veterans' Association, and Union League and Church Clubs of Brooklyn, treasurer of the Wisconsin Society of New York, and vice-president of the "Once a Year Club" of insurance journalists. He has been editor of the annual publication, *Fire Insurance by States*, several years.

JEWELL, EDWARD W., assistant manager western department of the Atlas Assurance Company, was born in Topeka, Kansas, June 8, 1872. He was educated in the common and high schools, and entered Washburn College, Topeka, but completed only two years of the course. He began his insurance career in 1893 in the office of the Fidelity and Casualty Company, Chicago, and after one year there, entered the office of the Prussian National, subsequently becoming connected with the Chicago office of Hall & Henshaw. He was special agent for the British-America and Western in Cook county, then special agent in Indiana, and later was appointed special agent for Illinois and Michigan for the Atlas. He was appointed to his present position January 1, 1909. He is a director of the Fire Insurance Club of Chicago, and Most Loyal Gander of the Illinois pond of the Order of Blue Goose.

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, THE, of Boston, was chartered by act of the legislature of Massachusetts, approved April 21, 1862. The avowed object of the organization was that it should serve as an exponent of the principle of the Massachusetts Non-forfeiture Law of 1861. This law provided that no policy should be forfeited or canceled for non-payment of premiums, but that in case of such default the policy should nevertheless be continued in force as long as the funds in the hands of the company, as fixed by the law to the credit of this policy, would pay the cost of such extended insurance. This law was the first legislative recognition of the equities under policies the premium payment on which had been discontinued before the end of the premium term stipulated in the contract. Under the direct operation of this act the John Hancock paid more than \$500,000 to the widows and orphans of policy-holders. There were crudities in this law which became very apparent in its application, especially to the endowment contracts that afterwards came to be so large an element in the business of the life companies, and it has since been considerably modified, still retaining the original principle of the policy-holder's equity, but varying the manner of its application. The operations of this original Non-forfeiture Act, although applicable only to the companies incorporated in Massachusetts, had, both in example and in competition, a very great influence in liberalizing the practice of all the other companies, until it was soon rare to find

a life insurance policy offered that did not recognize in some degree the equity in the reserve to a retiring member.

The first president of the company was George P. Sanger, holding office until August, 1873, when he was succeeded by L. A. Lyon, and he by George Thornton, June, 1874. Stephen H. Rhodes was elected president in March, 1879, having for some years previously held the office of insurance commissioner of Massachusetts and continued in the office until his death in 1909.

Soon after the accession of President Rhodes the company, in addition to the ordinary business, engaged in the prosecution of industrial insurance, the distinguishing feature of which is the weekly collection of the premiums and the issuance of policies for smaller amounts than is usual in the ordinary business. From the outset this business developed with great activity. Through the initiative of the company the law relating to surrender values was changed to make payable in cash all those applying to policies where the weekly premium is less than fifty cents. The steady and substantial progress of the company is shown by the successive annual records published in the reports of the insurance departments.

The president of the company is Roland O. Lamb; vice-president, Arnold A. Rand; secretary, Walton L. Crocker.

JOHNSON, ALBERT M., president of the National Life Insurance Company of the United States of America, Chicago, is a native of Ohio, and was born at Oberlin, May 31, 1872. He was educated in the public schools of his native town and in Oberlin College. After graduation from Cornell University, in the class of 1895, he engaged in railroading, later entering life insurance. He was vice-president and treasurer of the National Life, and was elected president in January, 1906. He is president of the North American Cold Storage Company, and a director of the Boardway Savings & Trust Company and the Columbus Safe Deposit Company.

JOHNSON, GEORGE K., president of the Penn Mutual Life Insurance Company, was born in Bucks county, Pa., December 11, 1848, of Quaker parentage. He was educated at the Friends' Academy and at the Friends' Central School at Philadelphia, from which he graduated in 1866. His first business vocation was that of a clerk in a Philadelphia manufacturing house. In 1880 he was in business for himself, being a member of the firm of Belknap, Johnson & Powell, manufacturers of umbrellas, which became the largest in the trade in the United States. Mr. Johnson became a member of the board of trustees of the Penn Mutual Life in 1889. He was elected vice-president of the company in April, 1897, and elected president in 1906. He is a member of the Union League Club of Philadelphia, president of the Bucks County Country Club; also president of the Philadelphia and Langhorne Street Railway Company, and a director in several financial institutions, and is connected with many other enterprises and charitable institutions.

JOHNSON, J. WILLIAM, secretary Mutual Benefit Life Insurance Company, is a native of Newark, N. J., where he was born of American parents, April 21, 1849. He was educated in the public schools of his native city, and after a year's service in a fire insurance office entered the employ of the Mutual Benefit Life in 1865, at the age of sixteen. He has served the company continually since in various capacities, and was elected to his present position in May, 1905.

JOHNSON, WILLIAM COLET, New York manager of the Phoenix Mutual Life Insurance Company, was born at Sag Harbor, Long Island, January 28, 1876, and is of Dutch descent, his ancestors being among the earlier Dutch settlers on Long Island. He received a common school education, and entered the insurance business in New York in 1892, becoming city manager of the Phoenix Mutual in 1901. He took an active part in the protest of the agent against the restrictions of the Armstrong laws, substantial modifications of which were secured before enactment, and is well known as a writer on insurance and economic subjects.

JOSEPH, JAMES F., vice-president of the Commonwealth insurance company of New York, is a native of Philadelphia, Pa., where he was born July 25, 1864. He received a public school education, and began his business career as errand boy in a book publishing house. In 1883, he was connected with the central department of the American Insurance Company of Philadelphia at Cincinnati. In 1888, he was appointed examiner in the western department of the Phoenix Insurance Company of Brooklyn, subsequently being appointed special agent, and in 1898 he was appointed assistant manager of the western department of the Manchester Assurance Company. In November, 1903, he was appointed assistant manager of the western department of the North British and Mercantile insurance company at Chicago and in April, 1908, he resigned that position to become vice-president of the Commonwealth insurance company.

JOURNALISM, INSURANCE. [See Insurance Journalism.]

JOURNALISTS' ASSOCIATION, INSURANCE. [See Once a Year Club.]

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KANSAS CITY LIFE INSURANCE COMPANY, Kansas City, Mo. Organized 1895; capital, \$100,000. J. B. Reynolds, president; F. W. Fleming, secretary.

KANSAS ASSOCIATION OF LIFE UNDERWRITERS was organized at a meeting held in Topeka, in November, 1907, and officers were elected as follows: President, S. E. Barber; vice-president, H. C. Hansen; second vice-president, J. M. Knopp; secretary, Charles A. Moore, Topeka; treasurer, John P. Moss. The present officers are: President, E. S. Clarke; vice-president, H. C. Hansen; second vice-president, C. H. Hatton; secretary, Charles A. Moore, Topeka; treasurer, John P. Moss.

KANSAS CITY LIFE UNDERWRITERS' ASSOCIATION of Kansas City, Mo., was organized there in October, 1888, electing C. D. Whitehead, president; J. E. Lord and J. A. Lewis, vice-presidents, and C. D. Mills, secretary. The present officers, elected at the annual meeting in January, 1909, are President, Ira B. Mapes; vice-presidents, O. M. Skinner and Geo. A. Bond; secretary and treasurer, Charles L. Scott; executive committee: Charles Sachs, chairman; C. C. Courtney, L. A. Ellis, Geo. L. Dyer and C. L. Barbee.

KANSAS, INSURANCE SUPERVISION IN 1871-1909. The insurance department of Kansas was established by act of March 9, 1871. The insurance superintendents are appointed by the Governor for a term of four years. The superintendents have been:

William C. Webb,	1872-1873	Simon H. Snider,	1893-1895
Ed. Russell,	1873-1874	George T. Anthony,	1895-1896
H. Clarkson,	1874-1875	A. P. Riddle,	1896-1897
Orrin T. Welch,	1875-1883	Webb McNall,	1897-1899
Richard B. Morris,	1883-1887	Willard V. Church,	1899-1903
Daniel W. Wilder,	1887-1891	Charles H. Luling,	1903-1907
William H. McBride,	1891-1893		

Charles W. Barnes is the present commissioner, appointed for the term beginning 1907.

KEELOR, REINARD S., vice-president of the Empire State Casualty Company, New York, was born of German-American parentage in Upper Providence, Montgomery county, Pa., November 24, 1851. He is a graduate of Ursinus College and of Jefferson Medical College, class of 1875. He engaged in the practice of

medicine and surgery, and was also a claim adjuster for several years. He organized the Philadelphia Casualty Company and was its secretary until October 30, 1907, and in that year he was elected to his present position having charge of the company's casualty business. He is chairman of the committee on health statistics of the International Association of Accident Underwriters, and a member of the executive committee.

KEENEY, GEORGE E., president of the Hartford Life Insurance Company, was born in South Manchester, Conn., March 22, 1849. His education was obtained in the public schools, Manchester Academy and Cheshire school. He was employed in the silk mills at South Manchester until he reached the age of 19, and then entered the woolen manufacturing business, in which he has been engaged to the present time. He was a member of the Connecticut State Senate in 1889 and 1893, paymaster-general on Governor Cooke's staff during 1897 and 1898, and a member of the Connecticut Constitutional Convention, 1902.

KELLY, JOHN A., manager of New York metropolitan district for the Fire Association of Philadelphia, was born near Manchester, England, in 1861. His insurance career was commenced with the Northern Assurance Company on the establishment of the New York department under the management of Henry H. Hall in 1882. He was given a special agency of the Northern in the states of New Jersey and Pennsylvania, then transferred to Ohio, Indiana, Kentucky, Tennessee, and West Virginia. He severed his connection in a few years and accepted a similar position with the Queen in Ohio and West Virginia. This continued until 1891, when he joined the ranks of the Scottish Union and National in a similar capacity in Ohio, Indiana, Kentucky, and Tennessee. At the close of 1893 he was called to the Hartford office and appointed general agent, and in March, 1900, was appointed superintendent of agents of the Scottish Union and National. He was appointed manager of the Fire Association in 1902. In April, 1904, he became associated with Samuel P. Blagden in the local fire insurance business, the firm taking the name of Blagden, Kelly & Co., and later Blagden, Kelly & Fuller, and representing the Fire Association and other companies. The firm was dissolved early in 1907, following the death of Mr. Blagden; the business however being continued under the firm name of Kelly & Fuller. He is a director of the Old Colony Insurance Company of Boston; Western Reserve, of Cleveland, Ohio; Michigan Commercial, of Lansing, Michigan, and the Potomac Insurance Company of Washington, D. C.

KELSEY, JOSEPH A., United States manager of the Aachen & Munich of Aix-la-Chapelle, was born at St. Mary's Ohio, in 1858. He began the insurance business in an office at Denver, Col., in 1880, and a year afterwards took a special agency for the New York Underwriters' Agency. On February 1, 1894, he became special agent for the Insurance Company of North America

and Pennsylvania Fire for the state of Iowa with headquarters at Des Moines. Two years later he was transferred to the Indiana field. In January, 1890, he was appointed assistant manager of the western department of the Royal, with headquarters at Chicago. Beginning with the year 1897, he organized the western department of the Aachen & Munich at Chicago. In January, 1902, the western department was consolidated with the eastern department in New York, and he was placed in charge as United States manager.

KELSEY, HORATIO NELSON, manager of the western department of the Sun Insurance Office of London, was born at St. Mary's Ohio, June 14, 1865. He received a common school education, taking also a special course in Butler University, and subsequently began his insurance career as clerk in a local agency. In 1888, he was appointed special agent of the London Assurance Corporation for Iowa, Nebraska, Missouri, and Kansas, and from 1890 to 1901, was state agent of the Norwich Union Fire Insurance Society for Indiana and Illinois. In the latter year he was appointed assistant manager of the western department of the Sun Insurance Office, and was appointed to his present position in January, 1904. In 1908, he was elected president of the Fire Underwriters' Association of the Northwest.

KELSEY, OTTO, former superintendent of insurance of New York state is a native of Rochester, N. Y., where he was born November 11, 1852. He was educated in a rural district school, and later learned the printer's trade. He later studied law and was admitted to the bar in 1880, and entered upon the practice of law in Geneseo, Livingston county, N. Y. He was a member of the assembly of the New York legislature from 1894 to 1902. He was appointed deputy comptroller of the state in 1903, later becoming comptroller, and was elected comptroller in 1904. He was appointed superintendent of insurance in May, 1906, and resigned in 1909 to become First Deputy State Comptroller.

KENDALL, FREDERICK A., general agent of the Penn Mutual Life Insurance Company for northeastern Ohio, with headquarters at Cleveland, is a retired United States army officer, now actively engaged in promoting the good work of life insurance. He was born at Concord, N. H., August 28, 1838, and was graduated from Bowdoin College in the class of 1860. His bent was toward journalism, but, the Civil War coming on, he enlisted as a private in the Eleventh Indiana Volunteers, and when his three-months term of service expired joined the Fourth New Hampshire Volunteers, with the rank of lieutenant, and fought to the close of the war, which found him with a captain's commission. The taste for military life thus acquired led him to enter the regular army of the United States in 1866 as a lieutenant, and in due course of time he was promoted to a captaincy. He did detached service from 1876 to 1880 as professor of military service and tactics at Brooks Mili-

tary Academy at Cleveland, Ohio, and during the same year he was aide-de-camp, with the rank of colonel, to Governors Young and Bishop in the Ohio National Guard. He was retired from the regular army for disability and placed on the retired list in 1885 and promoted to be major on the retired list April 23, 1904. The following year Major Kendall enlisted for life insurance as general agent of the Penn Mutual Life, taking northeastern Ohio as his field. He was one of the organizers and the first president of the Cleveland Life Underwriters' Association, and was a member of the executive committee of the National Association of Life Underwriters from 1893 to 1902. In the latter year he was elected second vice-president of the organization.

KENDALL, GEORGE EDWARD, former United States manager of the National Assurance Company of Ireland. [See Death Roll.]

KENNY, J. J., Pacific coast manager of the Western Assurance company and formerly vice-president and managing director of the Western Assurance Company, and vice-president of the British America Assurance Company, of Toronto, was born in London, England, in 1846. His parents removed to Canada when he was but a youth, and he was educated at Hamilton, Ontario, and began his insurance career as a clerk in a local agency in that city. Subsequently he was employed in the office of the Canada Life Insurance Company, and after two years' service there joined the staff of the Western. He filled successively the positions of inspector, secretary, and managing director, to which latter office he was appointed in 1880, and vice-president, to which he was elected in 1895. In 1892 he was also elected vice-president of the British American Assurance Company. Mr. Kenny retired as vice-president and manager in December, 1906, and later was appointed manager of the Pacific coast department of the Western Assurance.

KENTUCKY ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS, was organized at Frankfort, in that state, February 14, 1896, for the encouragement of proper practices in fire underwriting and the mutual protection of members, and the following officers were elected: President, A. G. Simrall; vice-president, G. L. Payne; secretary and treasurer, A. H. Robinson. The present officers, elected at the annual meeting in May, 1909, are: President, W. H. Weaver, Henderson; vice-presidents, S. D. Langley, D. J. Duncan, T. O. Timberlake; secretary and treasurer, F. J. Hummel, Louisville.

KENTUCKY BOARD OF FIRE UNDERWRITERS. This association is the successor of the old Kentucky and Tennessee Board having jurisdiction in Kentucky, and was organized at a meeting in Louisville, November 15, 1905. Officers were elected as follows: President, William Sowards; vice-president, B. F. Weitzel; secretary, Claude Snyder. The present officers, elected at the

annual meeting November 19, 1908, are: President, J. C. Lucas, Phenix; vice-president, J. H. Curry, Queen; executive committee: John B. Young, J. M. Picton, George R. William, William Sowards, G. A. Curry, E. W. Bentley and Verner Kline.

KENTUCKY, INSURANCE SUPERVISION IN, 1870-1909. The insurance bureau is a department of the state auditor's office, the official in charge being appointed by the state auditor for four years, bearing the title of insurance commissioner. The following is a list of the commissioners from the organization of the bureau:

Gustavus W. Smith,	1870-1875	David N. Comingore,	1896-1897
Bedford Leslie,	1875-1880	Will H. Stone,	1897-1900
Leslie C. Norman,	1880-1889	John B. Chenault,	1900-1903
Henry F. Duncan,	1889-1896	Henry R. Prewitt,	1903-1907

Charles W. Bell is the present commissioner.

KEYSTONE MUTUAL FIRE INSURANCE COMPANY, Philadelphia, Pa. Organized December, 1884. Frederick A. Downes, president; William M. Burgess, secretary.

KIEFER, FRED W., was born in Allegheny, Pa., May 27, 1852. He entered the fire insurance business in his native city, and was secretary of the National of Allegheny, Pa., from 1876 to March 1, 1888, when he was appointed resident secretary of the North British and Mercantile of England, for western Pennsylvania with headquarters at Pittsburg, Pa. Has represented the North British as local agent and resident secretary since November 9, 1881.

KILPATRICK, WILLIAM H., former vice-president of the Insurance Company of the State of Pennsylvania, and The Union Insurance Company, of Philadelphia, was born in Philadelphia, July 5, 1870, and began his insurance career in the office of Creth & Sullivan of that city. In January, 1893, he entered the service of the firm of Thomas C. Foster, and remained there until 1897, when he was appointed special agent for the American Fire of Philadelphia. Two years later he became special agent of the North British and Mercantile, and in November, 1899, he was appointed special agent of the Manchester and American of New York for the middle department. After the retirement of the American he was an independent adjuster in Philadelphia; then the general agent of the Boston Insurance Company for the middle department. He was elected secretary on the reorganization of the company in 1903, and vice-president in 1906, but resigned in 1908.

KING, WILLIAM H., vice-president of the Aetna Insurance Company of Hartford, was born in that city July 4, 1840, and is the son of Seth King, who was connected with the company over forty-four years. Mr. King received his education in the public schools and the high school at Hartford, and after three months' service in the army during the war, and five years in the hardware business as

a clerk, he entered the office of the *Ætna* in 1862. He was appointed second assistant secretary in 1888, first assistant secretary in 1892, and secretary in 1893. He was elected vice-president of the company in May, 1907.

KINGSLEY, DARWIN P., president of the New York Life Insurance Company, was born at Alburgh, Vt., May 5, 1857, of English and French ancestry. He was graduated in 1881 from the University of Vermont with the degree of A.B., and from the same institution received the degree of A.M. in 1884, and LL.D. in 1904. He was elected a trustee of the university in 1897. His experience with the outside world began with school teaching, but, removing to Colorado in 1881, he became a newspaper editor and took an active part in politics. He was a member of the Republican National Convention in 1884. For one term, 1887-8, Mr. Kingsley was auditor of state and superintendent of insurance of Colorado. At the expiration of his term of office he accepted an offer from the New York Life to join its forces in the east. He was connected with the company's Boston management 1889-91, and on the accession of Mr. McCall as president was called to the home office to take the important post of superintendent of agencies. In April, 1898, he was elected a trustee and third vice-president, and in 1903 vice-president, and was elected president in June, 1907. Mr. Kingsley is a director of the Louisville and Nashville Railroad, a trustee of the University of Vermont, and a member of the finance committee, and a director in the Citizen's Central National Bank of New York city.

KINNE, C. MASON, assistant resident secretary of the Liverpool and London and Globe Insurance Company for the Pacific coast, was born near Syracuse, N. Y., April 11, 1841, but has been a resident of California since early in 1859, with the exception of nearly three years' service in Virginia during the war. Previous to 1862 he was employed in San Francisco as an accountant, and after his return entered the National Insurance Company as city agent, May 1, 1866. When that company reinsured its business he was employed in the Pacific Insurance Company as city agent and adjuster until October, 1871, when the Chicago fire put it out of existence, its business being reinsured in the Liverpool and London and Globe Insurance Company, with which he has been ever since successively as city agent, special agent, adjuster, and assistant secretary of the Pacific department. He has occupied the latter position since 1889. He has been a writer on insurance, and is the author of what is known as the Kinne Rule for apportioning losses on non-concurrent policies, which was adopted by the Fire Underwriters' Association of the Pacific in 1885. [See Non-concurrent Policies.]

KLINE, HENRY OSCAR, special agent of the *Ætna* of Hartford for western Pennsylvania, is a native of Hartleton, Pa., where he was born March 6, 1849. He served with the 184th Pennsyl-

vania in the Civil War. After teaching school from 1866 to 1870 he entered the insurance business, serving several companies as special and local agent, and, meanwhile, reading law. He was admitted to the bar, but preferred the occupation of fire underwriting, and was adjuster or special agent in turn for the Queen, Connecticut Fire, Fireman's Fund, and Aetna. He is now the special agent of the latter company with headquarters at Pittsburg. Mr. Kline was president of the Underwriters' Association of the Middle Department in 1892-3.

KNOTT, WILLIAM V., state treasurer and insurance commissioner of Florida, was born in Terrell county, Georgia, November 24, 1863. He received a common school education, and was engaged for a time in agricultural and horticultural pursuits. He was auditor of state for six years, and was appointed to his present position in February, 1903.

KNOX, JOHN B., secretary of the Phoenix Insurance Company of Hartford, Conn., was born in that city April 30, 1857. He was educated in the public schools, and at the age of fifteen years entered the office of the Phoenix as a clerk. His whole business life from 1872 has been devoted to that company. By successive advancements he attained a special agency in 1882, and from that year until 1891 he had charge of the company's business in western New England. In 1891 he was appointed assistant secretary, and January 9, 1907, secretary. Mr. Knox was chairman of the Hartford Board of Fire Underwriters several years.

KOHLER, FRANK K., was born at Mariner's Harbor, Staten Island, N. Y., March 29, 1860, of American parentage. He was educated in the public schools, and has spent all his business life in insurance. He was New York general agent of the ordinary department of the John Hancock Mutual Life from 1892 to 1903, and was president of the Life Underwriters' Association of New York, in 1901. He is a member of the Union League Club, New York, vice-president of the West Side Republican Club, N. Y., and was a member of the Republican County Committee for ten years. He is also treasurer of the Veide Chief Copper Company of Arizona. He was elected agency director of the Great Eastern Casualty Company in 1905, and went with the Empire State Surety Company as agency director in 1907, and in 1908, was appointed superintendent of agents of the Atlantic Casualty Company, which he resigned in 1909 and accepted a position as manager of the industrial department of the Reading Mutual Life.

KREMER, JAMES BRAINERD, is a native of the Cumberland Valley of Pennsylvania. He attended Dickinson College at Carlisle, Pa., three years, but was later graduated from Franklin and Marshall College at Lancaster, Pa. For some time he was engaged in teaching in academies and the high school of Lancaster, and was several years bookkeeper in one of the stores of that city. In 1872

he began the local agency business at Philadelphia. In 1880 he entered on field work as special agent for the Scottish Commercial and the Lancashire in the middle department. In July, 1883, he became special agent for the middle department of the Liverpool and London and Globe Insurance Company, and in January, 1902, was made general agent of the same company, in charge of its business in Philadelphia and vicinity.

KREMER, WILLIAM N., president of the German-American Insurance Company of New York, was born at Carlisle, Pa., in 1851, and is a graduate of Franklin and Marshall College of Lancaster, Pa. He was identified with the German-American over ten years as general agent for the middle department, and was president of the Underwriters' Association of the middle department in 1892. He was appointed to the secretaryship of the company in May, 1896, and in June, 1898, was elected president. Mr. Kremer was chosen president of the Suburban Underwriters' Association of New York in November, 1898, and president of the New York Fire Insurance Exchange in March, 1903. He is also president of the German Alliance Insurance Company of New York.

KYLE, CHRISTOPHER, actuary, born in the town of Sligo, Ireland, July 11, 1832, and was educated at Queen's College, Galway. For many years after coming to this country he was a bank teller, first at St. Louis and afterwards at Memphis, Tenn. He was in the service of the Life Association of America, at St. Louis, from its foundation to its dissolution, and at the latter time was its actuary. He was the special agent in charge of life insurance statistics for the tenth United States census, 1880. Mr. Kyle is now in the office of the New York Life Insurance Company, and is a member of the Actuarial Society of America.

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LADUE, CHARLES A., Secretary Security Mutual Life Insurance Company of Binghamton, N. Y., was born at Cold Springs, N. Y., March 26, 1854. He received a common school education, and entered the railroad business, beginning as a telegrapher. He was general eastern traveling agent of the fast freight lines, and went with "Security" as assistant secretary in 1887. He was elected to his present position in 1908.

LAFAYETTE FIRE INSURANCE COMPANY, New Orleans, La. Organized 1869; capital, \$150,000. James Wilson, president; John X. Wegmann, secretary.

LAFAYETTE LIFE INSURANCE COMPANY, La Fayette, Ind. Organized 1905. H. E. Glick, president; W. W. Lane, secretary.

LAKEY, CHARLES D., insurance journalist, was born December 28, 1831, at Palmyra, N. Y. He attended the district school, and had a term at the Palmyra Academy before leaving home at the age of sixteen. He became an expert carriage smith after two years' apprenticeship, and worked at his trade during vacations while studying at the Macedon Academy and at the Genesee Wesleyan Seminary, Lima, N. Y. In 1854 he joined the North Ohio Conference of the Methodist Episcopal Church and in 1863 he withdrew from the conference owing to ill health, and went into business. Mr. Lakey's first work in life insurance was on the Cleveland agency of the Connecticut Mutual, where in eleven months the premium income advanced from \$8,000 to \$48,000. He was a general agent for the Phoenix Mutual in Chicago, for the State of Illinois from 1865 to 1868, in which year he founded both the *Spectator* and the *American Builder*. In 1883 he associated himself with Mr. Samuel H. Davis in the publication of *Insurance*, which he has continued since Mr. Davis' death in 1903.

LAMAR LIFE INSURANCE COMPANY, THE, Jackson, Miss. Organized 1906; capital stock, \$57,350. W. Q. Cole, president; A. C. Jones, treasurer; C. W. Welty, secretary.

LAMB, ROLAND O., vice-president of the John Hancock Mutual Life Insurance Company of Boston, was born at Beverly, Mass., December 20, 1850. He received his education in the public schools of Beverly, and began business life as a bookkeeper in a manufac-

turing house, where he remained five years. In January, 1872, he entered the service of the John Hancock as a bookkeeper. In March, 1889, he became chief clerk of the company; in May, 1894, secretary (which position he resigned January 12, 1903), and in May, 1895, he was elected a director of the company and second vice-president. February, 1899, he was elected vice-president.

LAMEY, H. T., manager of the western department of the British America and Western Assurance Companies of Toronto, with headquarters at Denver, Col., was born in northwestern Pennsylvania in 1856. His early vocation was journalism, which he left to enter the insurance business in 1882 as special agent for the Niagara Fire Insurance Company in Missouri and Kansas. In 1883 he went into the service of the British America, and in 1891 he was made manager of the western department at Denver. In 1893 the Western of Toronto was added. In 1896 the Imperial Fire Insurance Company was organized at Denver and he was selected as President of the Company, a position which he still holds. Besides being a frequent contributor to the Insurance Press and associations, he is the author of the "Memoirs of Nat H. Jones" a satirical biography of an insurance agent, and also of "Side Lights," dealing with the office problems of the business.

LANDERS, WILLIAM J., formerly Pacific coast manager.
[See Death Roll.]

LANDIS, ABB., consulting actuary, Nashville, Tenn., is a native of Tennessee and was born on a farm in Bedford county, August 9, 1856. He received a common school and college education, graduating from University of Nashville in 1875, followed by a post graduate course in Vanderbilt University, and graduated from Cumberland University, school of law, in 1879. He practiced law in Florida and Tennessee from 1880 to 1888, and also engaged in newspaper work in the meantime as editor and publisher, and in the latter year gave up his law practice owing to ill health, and engaged in life insurance work. His life insurance work in recent years has been devoted largely to fraternal insurance, and his services as consulting actuary have been sought by numerous fraternal societies in the United States and Canada in the work of re-adjusting their rates. He is also an extensive writer on fraternal insurance matters and the author of several books relating to fraternal insurance.

LANE, WILLIAM B., vice-president of the Manhattan Life Insurance Company, was born in New Jersey April 10, 1839. He was graduated from Princeton College in 1861 and Bellevue Hospital in 1864. For several years he served as surgeon in the United States army, after which he practiced medicine until 1872. In that year he became connected with the Manhattan Life, and was for many years superintendent of agencies. In 1901 he was elected second vice-president, and vice-president in June, 1905.

LANGHAM, ARTHUR GRANVILLE, fire underwriter, was born in Leicester, England, April 24, 1855. He began his insurance career in the office of Barbee & Castleman of Louisville, Ky., in 1873, becoming a member of the firm in 1886. He was successively vice-president and president of the Star Fire insurance company of Louisville, Ky., until the company retired from business in 1908, and was actively identified with the business affairs of Louisville. He is at present a member of the insurance firm of Langham & Vedder, New York City.

LAW, FRANK E., second assistant secretary of the Fidelity and Casualty company, New York, is a resident of Montclair, N. J., and was born in Brooklyn, N. Y., October 25, 1859. He was educated in the public schools of Brooklyn, N. Y., and East Orange, N. J., and graduated from the Stevens Institute of Technology, Hoboken, N. J., in 1892. He was employed by W. D. Forbes & Co., machinists and mechanical engineers, and became connected with the Fidelity and Casualty company January 1, 1893. He was the originator of fly-wheel insurance, and has done important work in the development of actuarial methods adopted to liability insurance. He was chairman of the committee on rates and manual of the Liability Conference,⁹ devised the method by which the conference deduced rates from statistics of liability insurance, and is the author of "A Method of Deducing Liability Rates," published in 1908.

LAW, GEORGE W., member of the firm of Law Bros., western managers for the Royal Insurance Company, with headquarters at Chicago, Ill., was born at Cincinnati, O., August 6, 1853. He was educated at the old Chickering Institute, and entered the insurance business soon after leaving school.

LAW, JOHN HUGH, one of the managers of the western department of the Royal Insurance Company at Chicago, Ill., was born at Savannah, Ga., August 17, 1836. He was educated at Heron College, Cincinnati, Ohio, and in the fall of 1852 entered the Cincinnati agency of the Royal Insurance Company as secretary to his father, Dr. John S. Law, then agent of the company at Cincinnati. In 1871 he was taken into partnership with his father, and became manager of that department upon the death of his father in 1877. On the consolidation of the central department at Cincinnati and the northwestern department at Chicago in 1895, he became manager of the western department with his brother, under the firm name of Law Brothers. He was four times elected mayor of Loveland, Ohio, and also held other important state and local offices.

LAWRENCE, THOMAS F., secretary of the Hartford Life Insurance Company, was born in Hartford, February 5, 1877. He was educated in the public schools of Hartford, and was graduated from Yale University in the class of 1899. He began his insurance career with the Aetna Life Insurance Company soon after completing his

college course, and entered the services of the Hartford Life in 1903. He was appointed assistant secretary of the company in the latter part of that year, and was elected to his present position in September, 1907.

LAW UNION AND CROWN INSURANCE COMPANY of London was founded A. D. 1825. A. F. Shaw, manager United States branch, Chicago, Ill.

LAY, ROBERT DWIGHT, secretary of the National Life Insurance Company of the United States of America, Chicago, was born in Chicago September 30, 1875. He was educated in the public schools of Chicago and in the Michigan Military Academy, from which he graduated in 1894. He was elected to his present position in insurance in 1906, and is also vice-president and director of the North American Cold Storage Company, secretary and director of the National Life Building Company.

LAYTON, FRANK D., second assistant secretary of the National Fire insurance company, Hartford, was born at South Norwalk, Conn., of American parentage, December 12, 1879. He was educated in the public and high schools, and began his business career in a local agency office. • He was appointed an inspector for the New England Insurance Exchange in 1901; a year later becoming an inspector for the Underwriters' Association of the Middle Department, and in 1903 was appointed an inspector for the National Fire. He was successively special agent, and general agent at the home office, and was elected to his present position in 1909.

LEE, FERGUS GERALD, vice-president of the Sun Insurance Company of New Orleans, was born in that city January 14, 1861. His education was acquired in private schools and Lord's Academy, New Orleans. His first vocation was that of clerk in a notion store, but at the age of twenty years he entered the office of the Sun Mutual and has been in its service ever since. He has filled or been connected with every department of the company except the presidency, and was appointed secretary pro tem. in 1887 and elected secretary in 1894, and in January, 1906, elected second vice-president, and in January, 1908, elected vice-president. Mr. Lee is also general agent for Louisiana of the Connecticut Fire Insurance Company of Hartford, and a member of the insurance firm of Janvier and Lee, general agents for Louisiana and Mississippi of the Sun Insurance Office of London, and Palatine Insurance Company, Ltd., of London. He is president of the Union Homestead Association of New Orleans, and a director in other corporations.

LEE, JAMES MORGAN, actuary of the Berkshire Life Insurance Company, was born at Mount Vernon, on Galveston Bay, Tex., February 2, 1844. He was educated at private schools and Everest's Military School at Hamden, Conn. Mr. Lee has been actuary of the Berkshire Life for the past thirty years. He is one of the charter members of the Actuarial Society of America.

LEGAL DECISIONS AFFECTING INSURANCE IN 1908.

In the preparation of the matter following, the publishers are indebted to the digest of insurance cases published by *Rough Notes*, Indianapolis.

ACCIDENT INSURANCE.

ENTERING MOVING PASSENGER CAR. The policy provided that it should not cover injuries sustained "while entering or leaving or trying to enter or leave any moving conveyance." The next sentence reads, "this insurance does not cover any injury, fatal or otherwise, received while, or in consequence of, being or having been under the influence of or affected by, or resulting directly or indirectly, wholly or partly, from intoxicants," and various other causes. Counsel for the plaintiff below contended, and so the court adjudged, that fatal injuries were excluded from the meaning of the word "injuries" in the former sentence, because the latter sentence expressly included injuries, fatal or otherwise. The contention was, and is, that all the terms of a contract should be given effect, and that the words "fatal or otherwise" in the second sentence have no effect if the word "injuries" in the preceding sentence includes injuries that are fatal as well as those that are not. *Held*, That the obvious and ordinary meaning of the word "injuries" is all injuries, whether fatal or not, and where the words of a contract are clear, and their common meaning is plain, there is no room for construction. In the light of these established rules of interpretation the fatal injury to the insured, which he sustained while he was trying to enter a moving car, was excepted from the indemnity promised by the terms of his policy.—*Standard Life & Acc. Ins. Co. v. McNulty* (U. S. C. C. 8th Cir.): 157 Federal Reporter, 224.

NOTICE OF INJURY. The policy provided that written notice "of the injury" must be given to the home office of the company within ten days "of the event causing such injury." The insured suffered an accidental injury July 7, 1906, from which he died August 11, 1906. The first notice given the company was four days after the death of insured. The defendant contends that the event causing the injury is the accident, and hence that the notice must be given within ten days of the accident. The plaintiff contends that there can be no event "causing the injury" until there is an injury, and that the death of the insured being the injury, a notice given within ten days of the death is sufficient, and hence there is no forfeiture. *Held*, That by failing to give the notice within his lifetime, insured, in substance, gave up his right to hold the company, so that at the time of his death the company was free from liability; and after his death it was not in the power of the beneficiary to revive the right lost by the insured in his lifetime. The provision for notice is of the essence of the contract, that it is manifestly an important provision for the protection of the insurer against fraudulent claims, and also against those which,

although made in good faith, are not valid. It is a provision which tends to the elucidation of the truth when a claim for indemnity is made. It was one to which the insured agreed, and it is not unreasonable.—*Hatch v. United States Casualty Co.* (Mass. S. J. C.): 83 *Northeastern Reporter*, 398.

LOCAL OR CONSTITUTIONAL DISEASE. In an action on a health policy, defended on the ground that plaintiff misrepresented in his application that he had no local or constitutional disease, and had had none during the previous year, whereas he had appendicitis, it was proper to instruct that he could recover unless the representation in the application was materially false and he thereby induced the issuance of the policy. An applicant for health insurance, induced by the agent taking the application to sign it without knowing that it contains a representation, or without intending to represent, that he has no local or constitutional disease, is not bound thereby. An insurance agent's knowledge respecting any material fact affecting the risk is imputed to the company, and it is estopped from setting it up in defense, unless the person dealing with the agent knew of his limited power, and that he was exceeding his authority, or there was collusion between them.—*Ætna Life Ins. Co. v. Howell* (Ky. C. A.): 107 *Southwestern Reporter*, 294.

DISABILITY FROM POISON OR INFECTION. The policy provided that "In the event of injuries * * * or disability resulting directly or indirectly, accidentally or otherwise * * * from poison or infection [the company's liability was limited to one-tenth of the amount otherwise designated in the contract, and to twenty-six week's disability]." The plaintiff on the 30th day of April, 1906, while walking up an incline leading to the platform of a freight-house, slipped and fell, seriously injuring his left leg below the knee, and the disability continued until August 17 following. A physician who attended insured testified as follows: "I was called and dressed the wound, and in about a week or ten days, possibly less, we began to get symptoms of septic or pyemic symptoms, which are about the same, very decided symptoms and swelling of the leg, and that continued for some little time, and the wound was a long time healing, as those wounds usually are." He further testified that the injury to the bone caused the infectious condition, which occurred in about ten days, and which was the natural and expected result of the accident. *Held*, That the company is liable; that the original disability was within the terms of the policy, and whatever naturally and in the ordinary course of events followed the injury was fairly within the scope of the policy. "The injuries or disability" referred to in the clause quoted relate to the time of the accident. They did not "result" from the poison or infection, if such existed, but the latter resulted from the injuries.—*Garvey v. Phoenix Preferred Acc. Ins. Co.* (N. Y. S. C. App. Div.): 108 *New York Supplement*, 186.

MATERIALITY—STATUTE. Ky. St. 1903, Sec. 639, provides that all statements in an application for a policy shall be deemed

representations, and not warranties, and that no misrepresentation, unless material or fraudulent, shall prevent recovery. A combination accident policy insured against loss of life by accident and loss of the right hand, in either of which events a fixed sum was payable; but in case of accident not so severe as to involve loss of life or limb, but sufficient to totally incapacitate, a weekly indemnity was payable during the time of incapacity. *Held*, that a statement by insured in his application that his weekly earnings were more than they actually were was no defense to a recovery for an accident resulting in the loss of his right hand; the statement as to weekly earnings having no reference to recovery for accidental loss of life or limb, but only to the question of weekly indemnity.—*Ætna Life Ins. Co. v. Claypool* (Ky. C. A.): 107 Southwestern Reporter, 325.

WEEKLY INDEMNITY. A clause avoiding a policy of accident insurance for a false or incorrect statement of the weekly earnings of the assured is applicable only to the weekly indemnity to which the assured would be entitled in case of an injury which incapacitates him from following his vocation, and not to an injury resulting in death.

Where, in an action on a policy of accident insurance to recover for death of insured, the court charged the jury generally that the plaintiff must show that death resulted from the accident alone, and also charged that the burden was on the defendant to show the specific cause of death to have been other than the accident, the apparent inconsistency is not of such a character as to require a reversal of the judgment. Nor did the use of the word "proximate" cause of death in the sense of "sole" cause when taken in connection with other qualifying and restrictive words in the same connection, render the instruction confusing or erroneous to an extent requiring a reversal of the judgment.—*Travelers Ins. Co. v. Liebus*: 28 O. C. C. 700.

BREACH OF WARRANTY. In an action upon an accident insurance policy, it appeared that there was indorsed on the policy a schedule of warranties signed by the insured containing the following warranties: "I have no accident or health insurance issued by stock companies, assessment or fraternal associations, except as follows: I have suffered from the following accidents, diseases or sicknesses. * * * Other than as above stated, I have never received any injury or suffered from any disease or sickness of any character. I have never received nor been refused indemnity for any accident, disease or sickness, except as herein stated." The defendant offered evidence which tended to prove that the plaintiff had been guilty of breach of all four of the warranties. *Held*, That it was reversible error for the court to rule out the offers.—*Stewart v. General Acc. Ins. Co.*: 35 Pa. Super Ct. 120.

WAIVER. A waiver of the requirement of a policy as to payment upon a day named in the policy is established where it appears that the general agent of the company had expressly notified the

insured that the provision of the policy requiring the payment of premium on the first day of each month would not be insisted upon, and where it further appeared that such agent had uniformly accepted payment of such premiums at any time before the 10th day of the month as a compliance with the terms of the policy. What facts constitute a waiver of the requirement in an insurance policy as to payment of premium on a day specified is a matter of law for the court, but whether the facts existed in any given case is a question of fact, to be determined by the jury.—*North American Acc. Ins. Co. v. Whitesides*: 134 Ill. App. 290, 294.

KNOWLEDGE OF AGENT. The receipt of premiums by an authorized agent of the company after learning of the untruthfulness of the statements contained in the application constitutes a waiver of the fraud.—*United States Health and Acc. Ins. Co. v. Krueger*: 135 Ill. App. 432.

PAYMENT OF PREMIUM. Premiums on the policy were to be paid in installments by orders on insured's employer, to be paid out of insured's wages for May, June and July, and the orders provided that if for any reason payment of any installment was not made as specified the policy should be void, and that on default, if the defaulted installment was afterwards paid, then such payments should reinstate the policy only from the receipt of such payment at the general office of the company. It was made a part of the contract that if any payment was not made by noon on the day when due the policy should become void, and should only be reinstated at the option of the company and by tendering payment at its general offices, the reinstatement to take effect from receipt of payment, and there should be no claim for loss arising between the time of forfeiture and reinstatement. Insured earned no salary in May and did not pay the first installment of premium. He was killed June 19, and subsequently two installments of premiums were sent to the company, which, upon learning of the death, tendered them back. *Held*, That the policy was forfeited for non-payment of the May installment, and was not in force at insured's death, and there could be no recovery thereunder.—*Sewell v. Continental Casualty Co. (Miss. S. C.)*: 46 Southern Reporter, 714. 37 Insurance Law Journal, 872.

EVIDENCE—AGENTS. Declarations of a local soliciting agent of an accident insurance company, made after the death of the insured, as to the facts happening at the time the policy was issued, are not competent in evidence against the company unless he was expressly authorized to make them, or was acting within the scope of his authority when he made them.—*North American Acc. Co. v. Frazer (Tex. C. C. A.)*: 112 Southwestern Reporter, 812.

BREACH OF WARRANTY—SPECIFIC DAMAGES. A false statement in an application as to the amount of weekly income does not preclude insured from recovering for loss of a hand where the policy provided for a specific amount for such a loss and indemnity for less severe injury.

Where the application provided that the insurance was not to become effective until the application was received, examined and approved, and the policy written and delivered, insured could not recover for an injury when the accident occurred before the contract of insurance was complete.—*Claypool v. Continental Casualty Co.* (Ky. C. A.): 112 Southwestern Reporter, 835.

INCREASE OF HAZARD. The policy provided that if the insured were injured while doing any act or thing pertaining to any occupation specified therein, the liability of the company should be only for such proportion of the principal sum as the premium paid would purchase under such other occupation. The insured gave his occupation as a sheep farmer. He was killed while hunting, by the accidental discharge of a gun in the hands of another. *Held*, That the insured was doing an act pertaining to the occupation of hunting, within the meaning of the policy, and his recovery was limited to an amount which the premium he had paid would purchase under the more hazardous occupation of hunting. The statute authorizing a recovery of 12 per cent. damages and attorney's fees where a "life or health insurance company" fails to pay the policy, does not apply to accident insurance.—*Lane v. General Acc. Ins. Co.* (Tex. C. C. A.): 113 Southwestern Reporter, 324.

RULE OF CONSTRUCTION. A policy of insurance should be construed as any other contract to reach the intention of the parties from the language employed, except that provisions working a forfeiture and provisions which are ambiguous should receive a construction most favorable to insured. Where the answer of an applicant for insurance to a direct question of the company purports to be a complete answer, any substantial misstatement therein avoids a policy issued on the faith of the application; but where, on the face of the application, a question appears to be not answered or to be imperfectly answered, and the company issues a policy, it waives the want or imperfection in the answer, and renders the omission to answer more fully immaterial. Where an accident policy contained a schedule of warranties consisting of separate statements followed by a blank line, in which a V-shaped check mark was placed, there was an ambiguity with respect to the conclusion to be drawn from the warranties; and it was for the jury to determine whether the check marks were to be treated as a denial of any exception or as a waiver of the statement in any answer thereto. The policy insured against "bodily injuries sustained through external, violent and accidental means, independently of all other causes." Insured received an accidental injury to his leg, causing an abrasion of the skin. An infection started at that place, and he died 15 days later from blood poisoning. *Held*, That the death was the result of bodily injuries, independently of all other causes.

In an action on an accident policy containing a warranty that insured had not had and was not suffering from bronchitis, two witnesses intimately acquainted with insured, and who saw

him almost daily for months before and after the issuance of the policy, testified that they had never heard of his having bronchitis, and stated that he attended regularly to his work, and that his general health was good. The testimony of the attending physician left it uncertain whether the disease had become so pronounced and settled as to permanently affect the health of insured at that time. *Held*, That the proof did not conclusively show that insured ever suffered from bronchitis within the meaning of the warranty. Stipulations in a policy that the loss shall be paid within a specified time after proofs of loss and postponing action in the meantime are to enable the company before paying the loss to make a full investigation with a view of determining its liability and extent and to discharge the obligation, if any, without the costs of suit, and, where the company repudiates any obligation under the policy, there is no reason for further delay, and it can not be prejudiced by an immediate action on the policy; a denial of any liability being a waiver of the right of the company to have the stipulated time before suit is begun.—*French v. Fidelity & Casualty Company (Wis. S. C.)*: 115 Northwestern Reporter, 869.

PAYMENT OF PREMIUM—ESTOPPEL. The policy was issued upon a written application, and provided for the payment of a premium of \$1 on the 1st day of each month, and that the insurance should only continue in force so long as the monthly premiums were paid in advance on the 1st day of each month without notice. It further provided that, in case of payment of a renewal premium after expiration, there could be no recovery for accidental injury happening between the date of the expiration and 12 o'clock noon of the day following such payment, and that the acceptance of any renewal premium should be optional with the company. The insured met with an accident, resulting in his death within a few hours, on October 5. The defense pleaded was that insured did not pay the monthly premium falling due October 1, and that the policy had thereby lapsed and expired prior to the time of the insured's injury and death. The company gave insured a small book containing a notice that, to keep the policy in force, the premiums must be paid as required to the collector, or, if he could not be found, a check therefor, together with the book, was to be sent to the company's office. A notice was mailed to insured every month for ten months, notifying him when the premium was due, and inclosing a stamped envelope for sending it and the book to the company. Insured went to the postoffice as usual to receive the notice and forward the premiums, but no notice was received, and insured, thinking it was necessary to receive the notice before sending the premium, did not send it. Insured was killed a few days later, the premium being still unpaid. The company refused to pay the policy on account of not receiving the premium for that month. *Held*, That the course of the company in uniformly sending notice, together with the representations as to the apparent importance of sending the book with the premium, estopped it

from insisting on payment without notice, as required by the terms of the policy.—*Knoebel v. North American Acc. Ins. Co. (Wis. S. C.)*: 115 Northwestern Reporter, 1094.

STATUTE. Code Iowa, Sec. 1741, requires insurance companies to attach to each policy or to indorse thereon a true copy of any application or representation of the assured which is made a part of the contract of insurance, and declares that an omission to do so shall preclude the insurer from pleading or proving any such application or representations, or the falsity of any part thereof, in an action on the policy, and that plaintiff shall not be required either to plead or prove such application or representation, but may do so at his option. *Held*, That where a policy made no reference to any application, and the company made no attempt to assert any rights thereunder, its failure to attach a copy thereof to the policy did not prevent the company from proving a breach of conditions or warranties contained in the policy itself.

The purpose of the statute being to require all the terms of the contract and the representations affecting its validity to be embodied in the policy, it would evidently be violative of such purpose to allow the assured to prove that oral or written representations were made in an application not incorporated in or attached to the policy as required by statute, for the purpose of defeating the provisions of the policy which has been issued and accepted as containing such contract, save as the right is preserved to the insured by the last clause in the section to prove such representations in order to show that the company has, by issuing the policy with knowledge on the subject, waived breach of conditions or warranties found in the policy.—*Kirkpatrick v. London Guarantee & Acc. Co. (Iowa S. C.)*: 115 Northwestern Reporter, 1107.

CHANGE OF BENEFICIARY—STATUTE. Section 6638, *Cobbey's Ann. St. Neb. 1903*, relative to mutual accident insurance companies, providing that any member shall have the right at any time, with the consent of such corporation, to designate a new and different beneficiary. *Held*, To require the consent of such corporation, notwithstanding the by-laws of the company provide that a beneficiary may be changed upon the written application of the member to the secretary. The member wrote a letter to the association requesting the substitution of a different beneficiary. In reply thereto the association wrote to him, requesting him to fill out the blank on the policy intended for use in designating a change of beneficiaries. Thereafter the assured made no move in the matter. *Held*, Insufficient to bring about a change of beneficiaries. At the time the contract in controversy was made insured was a traveling salesman. Subsequent thereto he also engaged in the occupation of a railway news agent, which consumed a part of his time. He was so employed at the time he received the fatal injury. Upon the trial of the case defendant offered to prove that the executive board of the defendant, pursuant to authority

of their by-laws, during the year 1901, adopted a classification of the occupations considered more hazardous than that stated in the original application for membership, and fixed the benefits to which members should be entitled by reason of such increased hazard; that the classification so made and the resolutions adopting same provided that a railway news agent was entitled to receive benefits in the event of death by accident in the sum of \$1,000 only. Upon objection this evidence was rejected. At the time insured became a member of the association the by-laws provided that upon the accidental death of any member in good standing his beneficiary should receive \$5,000; and further that: "If any member of the association shall, after becoming such, change his occupation to one which the executive board may consider as more hazardous than that stated in his original application for membership, he shall be entitled to such benefits only as may be fixed by the executive board for such increased hazard of his occupation." *Held*, That before the new classification of risks became effectual as a part of the insurance contract it must be shown that the same was made known to the member, that he may be given an opportunity to accept or reject the contract; and it not being shown that insured was informed of the new classification the evidence was properly rejected. It is not competent for an insurance company to make a secret classification of risks or other rule prejudicial to the rights of insured.—*Urick v. Western Travelers' Assn.* (Neb. S. C.): 116 Northwestern Reporter, 48.

NOTICE OF SICKNESS. Where a policy of insurance against sickness provides that notice shall be given within a stated time, notice deposited in the mails properly addressed within the time stated is sufficient, though it does not reach the company within the time. Where a policy of insurance against sickness provides that notice of the illness shall be given within 10 days, Sunday is not excluded in the computation of the time, since it is a rule that, where an act is required to be done in a certain number of days exceeding a week, Sunday is not excluded from the computation. The policy provided that claim for the full amount can be made only for an illness which has lasted longer than a week, the liability beginning with the second week; that the assured must regularly and continuously be confined within the house by the illness, and must during the illness be regularly and continuously visited by a legally qualified physician by reason of such illness. The policy also provided that notice of any illness for which claim can be made must be given within 10 days from the beginning of illness. *Held*, That a notice given within 10 days of the second week of an illness at which time the physician started to attend the assured is sufficient to base a claim for the full amount, since the liability of the company did not start until the second week of the sickness.—*Craig v. United States Health & Acc. Ins. Co.* (S. C. S. C.): 61 Southeastern Reporter, 423.

TIME OF DISABILITY. The policy provided that the company will pay "indemnity as scheduled below, in the event that said

insured * * * shall receive personal, bodily injury, which is effected directly and independently of all other causes through external, violent, and purely accidental means * * * and which causes at once total and continuous inability to engage in any labor or occupation. * * * and is followed by another provision that "if within ninety days from the date of the accident any one of the following losses shall result necessarily and solely from such injury, the company will pay, etc." The company denied liability on the ground that the injury did not cause "at once total and continuous disability to engage in any labor or occupation." *Held*, That the words "such injury" refer to the injury first mentioned in the former clause, for the purpose of identification merely, and have no reference to the condition or degree of the injury immediately after it was received.

In an action by the beneficiary named in such a policy to recover the stipulated indemnity for the death of the insured, who died from an accidental injury, the condition that such death must have resulted "necessarily and solely" from such injury will be satisfied by showing that the injury was the predominating and efficient cause of the insured's death. The fact that other conditions were set in motion by the injury, which may have contributed to such result, is immaterial.

Where an accident insurance policy provides for the payment of a weekly indemnity to the insured if disabled by an accidental injury to the extent described, and also provides for the payment to a beneficiary named in the policy a stipulated indemnity, in case of the insured's death from such an injury, and stipulates that "written notice of claim must be given by the insured or by the beneficiary to the company * * * fifteen days from the date of the accident causing the loss for which claim is made," the time within which notice must be given by the beneficiary does not begin to run until the death of the insured.

The word "infection," as used in the policy, relates to external injuries, and does not include internal inflammations where pus is formed by the presence of pus germs.

It is error to permit the proofs of loss furnished by the plaintiff to the defendant to be introduced in evidence on the trial, when objection is made thereto by the defendant, except for the purpose of showing that the requirements of the policy in that respect have been complied with. When they have been so erroneously admitted, however, and it appears that all the witnesses whose statements were in the proofs of loss so admitted testified in person on the trial and were subject to cross-examination, the error will be deemed harmless.—Continental Casualty Company v. Colvin (Kansas S. C.): 95 Pacific Reporter, 565.

LIMITATION OF ACTION. In an action upon an accident insurance policy, which contains a stipulation that satisfactory proof of claim must be furnished the company by the claimant within 30 days after the date of the injury, and also the further stipulation that no suit shall be brought under said policy unless brought

within nine months from the date of the accidental injury, defendant denies any liability thereunder on account of a failure to comply with such stipulations. Defendant contends that the policy of insurance is an Illinois contract, and that under the statute of Illinois the limitations aforesaid are valid. Such defense is unavailing to defendant, as there is no allegation in the answer, and no proof in the record as to the existence of such a statute in said State, and, in the absence of such allegation and proof, the law of the forum controls.

The policy provides for payment of benefits only in case of personal bodily injury "through external, violent, and purely accidental causes." It also provides that, "where the accidental injury results from unnecessary exposure to danger or to obvious risks of injury," the amount payable shall be but one-tenth of the face of the policy. The policy contains no provision exempting the company from liability for negligence of the insured contributing to his injuries, and it will be presumed in absence of proof to the contrary that the injuries were received through accidental causes.—Kephart v. Continental Casualty Company (N. D. S. C.): 116 Northwestern Reporter, 349.

NOTICE. A health indemnity policy provided for liability of the insurance company for a specified amount per week during the disability of the assured resulting from certain diseases for a period not exceeding 26 weeks, and that the medical adviser of the company had the right to examine the assured during such disability, and further provided that immediate notice should be given the home office of the company in writing, of any disease causing such disability, and of the full name and address of the assured. *Held*, That where the beneficiary, within three weeks after the insured became disabled, gave notice to the company's local agent in person, there was a failure to give such notice, as the policy required, and no excuse for such failure being given, there can be no recovery.—Woodall v. Fidelity & Casualty Co. (Ga. S. C.): 62 Southeastern Reporter, 808.

LIMITATION OF ACTION—ESTOPPEL. The policy provided that "No legal proceedings for a recovery hereunder shall be brought within three months after the receipt of such proofs at the home office of the said company, nor be brought at all unless begun within six months from the date when the said company shall have received such proofs." The plaintiff was injured February 11, 1902. Notice and proofs of injury were made, the last "additional" statement of the injury being furnished May 29, 1902. It appears that negotiations were had for a settlement, the last letter being written October 7, 1907, the plaintiff being given until October 11, 1902, to accept the offer, and statement being made in the letter that if not then accepted the offer was to be considered withdrawn" and the insured will then be at liberty to take such course in the matter as he may consider to be for his own best interest." This action was begun January 5, 1903. *Held*, That

the company had waived the right to rely upon the limitation clause in the policy.

The policy provided that there should be no liability on the part of the defendant from any accident resulting from "unnecessary exposure to danger" or "voluntary exposure to obvious risk of injury." On the 11th day of February, 1902, plaintiff was injured while in the act of, or immediately after, alighting from a railroad train, which resulted in the loss of his right foot above the ankle. The proof shows that when he alighted, the train was going "very slow and had nearly stopped," that for 20 years he had been employed as a brakeman, and was accustomed frequently to ride on trains and alight therefrom while in motion; that on the day he was injured his coat became caught in some way and he seemed to be dragged along. The evidence of another witness showed that the forward truck that passed over plaintiff's foot was about 18 inches or 2 feet away when the train stopped, indicating that at the time of the casualty the train had almost come to a standstill. *Held*, That the question of voluntary exposure was properly left to the jury.

The proof of injury was prepared on a printed form of the company which among other things contained the question: "State fully and particularly how the injury was received and what you were doing at the time of the injury." Plaintiff's wife, who prepared the proofs, answered this inquiry as follows: "Walking along the side of the car New York Central R. R., slipped on something, and fell under car." She testified that this was in her handwriting, and that plaintiff was not present at the time she wrote it. It also appears from the uncontradicted evidence of plaintiff, that after he returned to work on April 28, 1902, he had an interview with a Mr. L., a representative of the defendant, to whom he recited how the accident happened, and to whom he stated: "Stepped off the train, and slipped and fell on the platform, and lost my foot." The only evidence offered by the defendant against these facts were the written statements and proofs above referred to. *Held*, That the jury's finding that insured was guilty of no fraud is sustained by the evidence.—*Norwood v. Preferred Acc. Ins. Co.* (N. Y. S. C. App. Tr.): 107 New York Supplement, 104.

CAUSE OF DEATH. The evidence showed that the insured, a locomotive fireman, while at work on his engine, received an accidental blow on the temple which knocked him down and caused the blood to flow freely; that the insured was assisted to his feet by the engineer and another person who was in the cab of the engine; that these two washed the blood from the wound and rendered assistance until insured arrived at the end of his run; that insured went to his boarding house where he remained all night; but apparently did not sleep; that he acted strangely next morning and left his boarding house without stating where he was going; that he went to a physician's office where his wound was treated after which he left the office. There was no testimony introduced show-

ing the conduct of insured and his actions from the time he left this physician's office until he arrived in C and then he was a raving maniac. In three or four days after insured arrived in C, he was sent to the State Insane Asylum where he died about ten days afterward. *Held*, That whether the death of insured was due to the accidental injury was a question for the jury. In an action on an accident policy, on an issue whether the accident caused the insanity of insured, resulting in death, a physician may testify that from the diagnosis of the case, and from what he knew of the patient, and the facts he elicited from the members of the family present that insured was sane when he left home for the trip on which the accident happened, he was of opinion that the blow received by deceased produced his insanity, where he does not state the conversations which he had with the patient or his family—*Travelers' Ins. Co. v. Bingham* (Ky. C. A.): 105 Southwestern Reporter, 894.

NOTICE OF INQUIRY—CLAIM OF BENEFICIARY. Chapter 225, p. 313, Laws Wis. 1901, prohibiting any accident or casualty company from limiting the time for an insured person to serve notice of any injury for which he is entitled to make a claim to less than 20 days, and providing that a memorandum in respect to the matter shall be clearly and conspicuously placed on the face of the policy, and further providing that a specified manner of service shall be sufficient, does not relate to the claim of a beneficiary after the death of the insured person. The word "immediate," in an insurance policy, in respect to giving notice of any accident or injury for which a claim is to be made, by settled judicial construction antedating the policy and so a part thereof, means as soon as practicable under the circumstances of the case, in the absence of some unmistakable limitation to the contrary. Under the foregoing rule service of notice by a beneficiary as soon as practicable after obtaining knowledge of the existence of the policy is sufficient.

Evidence of the state of health of an insured person for a considerable period of time prior to his death, where it is claimed he died by suicide, is proper as bearing on whether the deceased came to his death as the result of a suicidal intent. The term "death by suicide, sane or insane," does not include death by the act of the assured, without any mental purpose of self-destruction. If one in a fit of delirium or other condition of irresponsibility, without intention to take his own life, does some act from which his death ensues, such death is by accident, not by suicide. The distinction between suicide by a sane person and suicide by an insane person, within the meaning of the policy clause "death by suicide, sane or insane," lies in the mental capability in the one case and the absence of it in the other to appreciate the moral nature and quality of the purpose. A local affection is not a local disease within the meaning of a warranty in a policy of insurance, unless such affection has sufficiently developed to have some bearing on the general health.—*Cady v. Fidelity & Casualty Co.* (Wis. S. C.): 113 Northwestern Reporter, 967.

RIDING AS PASSENGER. A provision of an accident policy insuring against accidental death or injury of the person insured "while actually riding as a passenger in or on any regular passenger conveyance provided by a common carrier" is to be construed in accordance with the ordinary meaning of its terms, and the indemnity applies only to the case of a passenger in the ordinary, common, everyday use of the word, and to an injury received while such person was in or on a regular passenger conveyance. As so construed, the company is not liable for the death of the insured resulting from the wrecking of a railway postal car in which he was riding in the performance of his duties as a postal clerk.—*Wood v. General Acc. Ins. Co. (U. S. C. C. Pa.)*: 156 Federal Reporter, 982.

KNOWLEDGE OF AGENT. In an action on an accident policy, providing that it should be void as to persons under 18 and over 65 years of age, the court properly charged that, if defendant's agent who sold the policy knew when he did so that insured was over 65 years old defendant could not plead such provision in defense, unless insured knew that the agent had no authority to issue the policy, in which event plaintiff could not recover. Where, in an action on an accident policy issued to a person over 65 years of age, contrary to a provision therein, there was evidence that defendant's general agent had previously refused to issue a policy to insured because of his age, defendant was not prejudiced by the erroneous admission of evidence that, when the issuing agent paid the premium to such general agent, he received it without protest, and at that time examined a stub book evidently containing insured's name.—*Travelers Ins. Co. v. Crawford's Adm'r. (Ky. C. A.)*: 106 Southwestern Reporter, 290.

DISABILITY OF INSURED. The policy provided for weekly indemnity "against loss of time * * * resulting from bodily injuries effected during the term of this insurance, through external, violent, and accidental means which shall, independently of all other causes, immediately, continuously, and wholly disable and prevent the insured from engaging in any productive occupation; or if such injuries shall not wholly disable the insured, as above, but shall immediately, continuously, and wholly disable and prevent him from the performance of one or more important daily duties pertaining to any productive occupation, or if, following a period of total disability, resulting from such injuries, he shall be in like manner partially disabled, the company will pay two fifths of the weekly indemnity herein provided for total disability." Insured, a law and stock agent for a railway, received an injury which produced hernia. He was not so disabled as to prevent him from engaging in any productive occupation, nor was he prevented from the performance of one or more important daily duties pertaining to any productive occupation, and lost no time from his business. *Held*, That insured was not entitled to recover on the policy.—*Aetna Life Ins. Co. v. Lassetter (Ala. S. C.)*: 45 Southern Reporter 166.

DEATH FROM DISEASE. The policy, after providing for indemnity for accidental injuries resulting in disability, loss of time from labor, etc., contains the further stipulation that, "if death results solely from such injuries within ninety-days, the said company will pay the principal sum of five thousand dollars to the beneficiary, if living; and in the event of the death of said beneficiary before the death of the insured, to the executors, administrators or assigns of the insured." The policy contained the further provision that it was issued and accepted on certain conditions, one of which is that "this insurance does not cover, in event of accident or death, loss of limb or sight, or disability, resulting wholly or partly, directly or indirectly, from bodily or mental infirmity, or disease in any form, proximate or contributory, as a primary, secondary or final cause of accident, injury or death. * * *

While the policy was in full force, and the insured was not afflicted with any known physical or mental infirmity, he unintentionally and accidentally sustained a cut or scratch on the index finger of his left hand, from which blood at once issued, through which wound and coincident therewith it became so infected that blood poisoning was at once introduced into the circulatory system of the insured, from the effects of which he died within five days of the accidental injury. *Held*, That the death was not within said exception, and the insurance company is liable.—*Rheimer v. Aetna Life Ins. Co.* (Ohio S. C.): 83 Northwestern Reporter, 491.

INTOXICATION. Under an insurance contract limiting the company's liability to one-fifth of the amount otherwise payable if the accident occurred while "under the influence" of any intoxicant, a finding that insured, when injured, was not under the influence of intoxicants "so as to prevent him from being 'fairly' able to take care of himself," showed him to have been under the influence of intoxicants within the contract, so as to entitle him to recover only one-fifth of the amount otherwise payable. A provision in an insurance policy limiting the amount of recovery if the insured is under the influence of intoxicants or narcotics when injured is not unreasonable.—*Furry's Adm'r. v. General Acc. Ins. Co.* (Vt. S. C.): 68 Atlantic Reporter, 655.

EXTERNAL, VIOLENT AND ACCIDENTAL MEANS. A policy insuring against disability or death "resulting directly and independently of all other causes from bodily injuries sustained through external violent and accidental means" does not render the company liable for the death of the insured from rupture of the heart, the walls of which had been weakened by what is known as "fatty degeneration," the immediate inciting cause of the rupture being either over exertion in assisting to carry a burden, or deep breathing following such exertion, neither of which was accidental.—*Shanberg v. Fidelity & Casualty Co.* (U. S. C. C. A. 8th Cir.): 158 Federal Reporter, 1.

SUSPENSION OF RISK—REINSTATEMENT. The by-laws provided that: "Any member failing to pay said dues in advance on the day on which they become due, as aforesaid, to the secretary of the state division of which he is a member, shall by such failure cease to be a member of this association, and he and his beneficiary shall cease to be entitled to any benefits under his benefit certificate. Should he, within thirty days after such default, pay such dues, he may be reinstated, and receive a new card of membership, but he shall receive no insurance benefits of any kind under his benefit certificate that may have accrued between the date of said default and the date of his reinstatement; and, if injured during the thirty or less days of his delinquency, the delinquent member shall receive no indemnity therefor, nor shall his beneficiaries receive anything should he be killed during such period of delinquency; but after thirty days after such default, he can only again become a member of this association by making a formal application in the manner provided for new members." The evidence was uncontroverted that insured suffered the fall on ice, alleged to have caused his death, on the afternoon of January 15, 1905, and that he died on March 5, 1905; that at the time he fell on the ice the semi-annual installment of dues due by him on January 1, 1905, had not been paid. *Held*, That the word "killed" refers to the time of the act producing death, rather than to the time of death produced by the act, and denies recovery by a beneficiary of a member who was in default at the time he sustained the injury resulting in his death, though at his death he had been reinstated and was in good standing.

Where it does not appear that an accident insurance association had authorized remittances of dues by mail, payment is not made when the letter containing the remittance is deposited in the post office, but when received by the association.

Though where the company with knowledge of a breach of a condition of warranty, requires insured to furnish proof of loss, it will be held to have waived its right to insist on the defense arising out of such breach, yet, where a claim made by a member of an accident insurance association was voluntarily abandoned by him, the fact that before it was abandoned, in compliance with the association's demand, he incurred trouble and expense in making proof of his injury, ought not to be held to operate in favor of a claim by his beneficiary for his death as a waiver of such member's failure to pay dues.

In an action by a beneficiary of a member of an accident insurance association for his death, alleged to have been due to a fall on the ice, whereby he struck his head, evidence of a declaration by the member that he hurt his head and made it ache was not an expression of physical pain then being suffered, and cannot be treated as a part of the *res gestae* of the fall, where, after the fall, he continued to skate something like half an hour, and was on his way home when he made the declaration.—*Travelers' Protective Ass'n. of America v. Roth* (Tex. C. C. A.): 108 South-western Reporter, 1039.

VOLUNTARY EXPOSURE. An accident insurance policy for \$1,000 provided for a reduction of the amount to \$100 "where the accidental injury results from voluntary exposure to unnecessary danger, or obvious risk of injury, or the intentional act of the insured." Insured was a car repairer, and while riding through the railroad yards by standing on a step on the side of a car and holding onto a hand-hold, he was struck by a brake rod on a car standing on a neighboring track, which rod was bent towards the track on which insured was riding, and was knocked from the car and killed. The court was asked to instruct that his act, where there were other cars standing on another track so close as not to permit the body of a person so riding to clear said stationary cars, "is a voluntary exposure to unnecessary danger or obvious risk of injury, which prevents a recovery in this case," except as to a reduced amount. The court gave the declaration, with the qualification that deceased had "knowledge of these facts." *Held*, Erroneous, as the acts specified in the policy which would reduce the amount of the insurance are affirmative acts, implying knowledge and excluding mere negligence, and the insured will be held to have known that which an ordinarily prudent man of ordinary intelligence in the same situation would have known.

A voluntary act means an intentional act. So when we state that one voluntarily exposed himself to unnecessary danger, it is the same as to say that he knew there was danger to which it was unnecessary for him to expose himself, but nevertheless did expose himself. The insurance company would not be concluded by the mere claim of the insured or his representative that he did not know there was danger, and that he did not know it was unnecessary for him to expose himself to it, or that he did not know there was a risk. He will be held to have known that which an ordinary prudent man of ordinary intelligence in the same situation would have known. The custom of deceased and others should not be permitted to alter the plain terms of a contract. But the custom and practice of such employees in the manner of performance of their duties was no more, in this instance, than showing what those duties were and their manner of performance. And showing the necessity for going from one part of the yards to another and the custom and practice to ride upon the cars in getting to different parts of the premises was a proper method of showing the duties and the manner of their performance.—*Dillon v. Continental Casualty Co. (Kansas City C. A.)*: 109 South-western Reporter, 89.

ASSESSMENT INSURANCE.

BY-LAWS—NOTICE OF SICKNESS. A by-law providing that notice of sickness or disability must be given to the president "within two weeks after the same occurs" requires notice within two weeks after the inception of the sickness. An action at law to collect benefits from a beneficial association does not lie where

the plaintiff has failed to pursue the proceedings for presenting and collecting claims provided by the by-laws.—*Shoemaker v. Lowhill Mut. Aid Ass'n (Lehigh Co. C. P.)*: 64 *The Legal Intelligencer* (December 27, 1907), 667. 16 *District Reporter* 1014.

UNLAWFUL EXPULSION—REINSTATEMENT BY MANDAMUS. Mandamus will lie to restore one, who has been unlawfully expelled, to membership in a society whose object is not solely to enable its members to meet for divine worship or other religious observances, but is to provide a fund for the payment of weekly benefits and gratuitous services of a physician, a burial ground for its members, and generally to help such members as are in distress.—*People ex rel. Katz v. Erste Ulaszkoweer Kranken Unterstutzungs Verein, N. Y. S. C. Spr. Tr.*: 106 *New York Supplement* (December 23, 1907), 922.

CONSTITUTION AND BY-LAWS—BENEFICIARIES—ILLEGAL DESIGNATION. The charter of the association provides that if all the beneficiaries designated by a member shall die during his lifetime, and he shall have made no new designation, the benefit shall be paid to the widow, if living, and, if no widow survive him, then to his children, share and share alike. *Held*, That where, after the death of his wife, who was the beneficiary in his benefit certificate, insured, while laboring under such unsoundness of mind as to be incapable of making a contract, attempts to designate new beneficiaries, such new designation is a nullity, and the benefit will be payable to his children according to the terms of the association's charter. Under the law of Kentucky a member of a fraternal benefit insurance association who pays the premiums can not designate a niece as a beneficiary, though not prohibited from doing so by the charter of the order, since a niece has no insurable interest in the life of her uncle.—*Hull et al. v. Grand Lodge A. O. U. W. (Ky. C. A.)*: 105 *Southwestern Reporter* (December 25, 1907), 479.

BENEFICIARY—INSURABLE INTEREST—WAGERING POLICY. A person may not himself procure, nor obtain by assignment insurance upon a life in which he has not an insurable interest, growing out of kinship, dependency, or the relation of debtor and creditor; nor may a person insure his own life for the benefit of any other, if that other induces him to procure the insurance and pays the premium thereon, or if the insurance was obtained with a view to evade the laws against speculative insurance. Under Subdv. 3, Art. 4, Ch. 32, Ky. St. 1903, Secs. 678, 680, forbidding domestic assessment and co-operative life insurance companies to issue a certificate or policy upon any life in which the beneficiary named has no interest, and forbidding foreign insurance companies on the assessment plan to do business in this State until they shall file with the commissioner of insurance a certificate showing, among other things, that "its certificates having a legal insurable interest in the life of the member or insured," a member of a fraternal or benevolent, who obtains insurance upon his own life and himself pays the premiums, may not designate a first cousin, not hav-

ing an insurable interest in the life of the member or insured," a member of a fraternal or benevolent organization, who obtains insurance upon his own life and himself pays the premiums, may not designate a first cousin, not having an insurable interest in his life, as a beneficiary, though permitted to do so by the charter of the order. First cousins, who are not dependent on or creditors of an insured, have not an insurable interest in his life. Where the relationship of beneficiaries in an insurance policy to the insured is, as in the case of a husband and wife, parent and child, sister and brother, so close as to preclude the probability that mercenary motives would induce the sacrifice of life to gain the insurance, the element of pecuniary interest is not essential to the validity of the policy. *Act Ky., March 24, 1906 (Laws Ky. 1906, p. 481, Ch. 142)*, enlarging the power of members of fraternal societies in the designation of beneficiaries to those having no insurable interest, has no application to policies issued before its passage. *Hess' Adm'r v. Segenfelter et al. (Ky. C. A.): 105 Southwestern Reporter (December 25, 1907), 476.*

LIMITATION OF ACTION. Where the by-laws of an insurance association provide that an action to recover on disputed claims must be commenced within six months from the date of disallowance thereof, and that the amount due on a policy shall become payable 90 days after receipt of satisfactory proofs of death, the denial of the claim before the filing of proofs of death does not start the running of the six-months limitation, but the beneficiary has a reasonable time within which to file proofs of death, and may bring his action within six months, after the association has acted in rejection of the claim upon the proofs presented.—*Munn v. Masonic Life Ass'n of Western N. Y. (N. Y. C. A.): 82 North-eastern Reporter, 724.*

BENEFICIARY—WIFE'S SEPARATION ESTATE. The laws of an insurance society, in which plaintiff's deceased husband was insured, provided that no policy should be written except to blood relatives, the affianced wife or husband or a person dependent on the insured, and that in the event of the death of one or more of the beneficiaries, and in the absence of a further disposition, etc., the benefit should be paid to deceased's heirs, in accordance with the laws of the State where the deceased died. *Held*, That, where a widow took the proceeds of her husband's insurance in such society because she was his sole heir, such fund was not a part of her separate estate "at the time of the death of her husband," within *Ann Code Miss. 1892, Sec. 4499*, providing for the distribution of the husband's estate in case the widow elected not to take under his will.—*O'Reilly v. Laughlin et al. (Miss. S. C.): 45 Southern Reporter, 19.*

ESTOPPEL. In an action on a benefit certificate in a fraternal insurance society in which the assessments were payable monthly, evidence that the insured was suspended for non-payment of assessments six years before his death, that the by-laws provided for his reinstatement upon paying up the delinquent assessments,

that he knew of such suspension and acquiesced therein until his death without paying or offering to pay assessments, and that he employed no medical assistance during that time and died from accidental poisoning, justified the court in directing a verdict for the defendant.—*Pfingston v. Grand Lodge A. O. U. W. of Ind.* (Ind. A. C.): 83 *Northeastern Reporter*, 254.

CHANGE OF BENEFICIARY. Where the by-laws of a mutual benefit association provide that a member may change his beneficiary upon delivering his certificate, etc., and a certificate is issued subject to and is to be construed by the laws of the order, and the beneficiary complies with the provisions for making a change of beneficiary, the association cannot be enjoined from issuing a new certificate to the new beneficiary, though plaintiff, to whom the certificate was formerly payable as trustee, had paid out money to keep the insurance alive, under an agreement with the insured and his beneficiary by which plaintiff was to receive the money so paid by him out of the proceeds of the certificate.—*Grand Lodge A. O. U. W. of Texas et al. v. Jones* (Tex. C. C. A.): 106 *Southwestern Reporter*, 184.

HEIRS OF INSURED. Insured took out a certificate payable to "his heirs." The certificate stated that it was "issued and the contract made upon" certain "express conditions and agreements," among which was one that "this contract shall be governed by and construed only according to the laws of the State of Ohio, the place of this contract being agreed to be the home office of the association in the city of Cincinnati, Ohio." By one of the by-laws, which were made part of the contract, it was stated that "the object of the association was to furnish mutual protection and relief to its members and for the payment of stipulated sums of money to the families, heirs, executors and administrators, or assigns, of the deceased members." At the time the certificate issued, the assured and his family, composed of the plaintiff and the defendants, were, and they continued, up to his death, to be, residents of this State. The association does not dispute its liability, and under an amicable stipulation, the insurance moneys were deposited by it in a bank in this State, to the credit of "the heirs," to be held until the final determination of this action. Thereupon the action was commenced by the widow, and the sole question which the parties seek to have determined is whether, the policy having been made payable "to the heirs" of insured, his widow can share in the payment. Section 4176, Rev. Stat. Ohio 1892, provide that "if the intestate leaves any children * * * the widow, or widower, shall be entitled to one-half of the first \$400, and to one-third of the remainder of the personal property subject to distribution." *Held*, That where the law of the State where the contract was made, and which the parties to it stipulated, should alone govern in its construction, provides that a widow is entitled to the personal property of an intestate as next of kin, the court was bound to so adjudge

the payment of the moneys as that she should share with the children.—*Burns v. Burns et al.* (N. Y. C. A.): 82 Northeastern Reporter, 1107.

FORFEITURE. The constitution of a fraternal beneficiary association designated a wife, children, adopted children, parents, brothers, sisters, or other blood relations or persons dependent on the member as those who might be named as beneficiaries in certificates. Acts 26th Leg. (Sess. Acts Tex., 1899, p. 195, c. 115), designates the family, heirs, blood relatives, affianced husband or wife, or persons dependent on the member at his death. The constitution and by-laws further provided, and the benefit certificate itself recited, that the same was issued subject to all the laws, rules, etc., and in consideration of the representations and warranties in the application, and that, if any of the statements were untrue, the certificate should be void. The application stated that applicant warranted all the statements therein as true, and that any untrue statement should avoid the certificate. *Held*, That the representation that the beneficiary named was a cousin of applicant, whereas she was no blood relative, rendered the certificate void.

The constitution and by-laws of a fraternal beneficiary association provided that a beneficiary might be changed on payment of a certain fee, with the member's written request, giving the name of the new beneficiary, and that on receipt thereof the sovereign clerk should issue a new certificate in the name of the new beneficiary. *Held*, That where the constitution and by-laws were not complied with, but the clerk of the local camp, on request of the member, filled out the form for a change of beneficiary, which the member signed, such attempted change of beneficiary was ineffectual.—*Gray v. Sovereign Camp Woodmen of the World* (Tex. C. C. A.): 106 Southwestern Reporter, 176.

BENEFICIARIES. Under the charter and constitution of a mutual benefit order, providing that a benefit shall be paid on the death of each member "to his family or be disposed of as he may direct," and providing for the issuance of certificates payable to beneficiaries as directed therein, a member may nominate a beneficiary either in his family or outside of it. Though a mutual benefit order transgresses its power by issuing a certificate making a stranger to the member a beneficiary, the certificate is valid, under Gen. Laws R. I., 1896, c. 182, Sec. 17, providing that if any insurance company, co-operative or otherwise, shall make insurance without complying with the provisions of the chapter, the contract shall be valid.—*Supreme Council Catholic Knights of America v. Fitzpatrick* (R. I. S. C.): 68 Atlantic Reporter, 367.

NONPAYMENT OF ASSESSMENT—FORFEITURE. The by-laws provided that any member "who fails or neglects to pay or cause to be paid monthly beneficial dues on or before the last secular day of the calendar month, as required, shall thereupon become suspended by his own act and his benefit certificate or certificates shall

be absolutely void." Insured failed to pay the dues for the months of April and May, 1905. *Held*, That time is of the essence of the contract and a failure to make the payment on or before the appointed time worked an absolute forfeiture of the certificate. Plaintiff alleged in her complaint that the past due assessments were paid the association in June, and that the association accepted said payment and reinstated the insured. These allegations were denied in the answer of the association. *Held*, That the burden of proving the reinstatement was upon the plaintiff. The plaintiff relied upon the section of the Constitution and By-laws of the association which provides that "Any frater, who shall have forfeited his benefit certificate or certificates by a default in the payment of dues, if then in good health, may be reinstated and his benefit certificate revived, by presenting an application to the collector of the branch, or to the secretary, accompanied by the amount in arrears, together with a fine of not exceeding 15 per cent. additional." Another paragraph of the same section reads as follows: "In every such application, the applicant shall furnish satisfactory proof that he is in good health, and, if no charges of any kind are pending against him (and the application shall be approved by the secretary) the applicant shall thereupon become reinstated and his benefit certificate revived and again in force." After his failure to pay the dues for April and May, 1905, insured made application for reinstatement in the order, tendering with the written application all fees then due, including the dues which would be required for the month of June in case he was reinstated. This application and these dues were delivered to the collector of the local lodge, who retained the dues and forwarded the application to the secretary of the grand lodge. On June 24 the secretary of the grand lodge disapproved the application for reinstatement. On June 30 insured died, and on the same day, after his death, notice of the action of the grand lodge was given to the beneficiary by the collector of the local lodge. *Held*, That the entire section must be read together; that it provides only one method for the reinstatement of a delinquent member, and the plaintiff, having relied upon insured's reinstatement, assumed the burden of proving (1) that the insured made application for reinstatement, (2) that dues in arrears were paid, (3) that at the time of making satisfactory proof that he was in good health, and (4) that the application was approved by the secretary. Unless some of these requirements were waived, or the society estopped itself to claim that insured had forfeited his membership, any other construction of this section of the constitution and by-laws would render the second paragraph, above, absolutely meaningless.

The constitution of a mutual benefit society provided that a member suspended for non-payment of dues might be reinstated on his applying therefor to the collector of the local lodge, paying the dues in arrears, and furnishing to the secretary of the society satisfactory proof of good health, and the approval of the application by the secretary. A suspended member tendered his applica-

tion to the collector of his local lodge, together with the dues in arrears, and to become due, which the collector retained. The application was forwarded to the secretary of the society, who disapproved of it, and directed the collector to return the dues to the member. *Held*, That the receipt by the collector of the dues did not operate as a waiver of the suspension or as a reinstatement of the member.—*Kennedy v. Grand Fraternity (Mont. S. C.)*: 92 *Pacific Reporter*, 971.

WAIVER. The by-laws of the association made part of a contract of insurance provided that the benefit certificate of any member who engaged in the manufacture or sale of liquor should become void from the date of his so engaging without any act by the order; that the record keeper should not receive any other assessment from such suspended member; that he should enter the suspension on his records; and that the receipt of subsequent assessments should not continue the benefit certificate in force nor constitute a waiver. After obtaining the insurance, the insured technically took up the prohibited business, but his connection with it was such that he might have concluded that the contract was not thereby affected. After the death of the member, in an action on the certificate, his beneficiaries offered to show that for more than two years after the insured engaged in the prohibited occupation, the record keeper of the local tent had knowledge of the fact and repeatedly assured the insured that it would not affect the validity of his insurance, and that the insured thereafter continued to pay his assessments. *Held*, That the evidence was competent, since the jury might have found that the insured had the right to and did assume that the local record keeper had, as his duty required, reported the facts as to change of occupation to the supreme record keeper, and that the forfeiture had been waived.—*Tucker et al. v. Supreme Tent Knights of Macabees of the World (N. Y. S. C. App. Div.)*: 108 *New York Supplement*, 279.

MISSTATEMENTS IN APPLICATION. In an action on a life insurance policy defended on the ground of misrepresentations in the application, it was improper to allow the jury to determine according to their own standards what insurer would reasonably have done, if insured's answers in the application had been truthfully made, if the jury found they were not so made. The court should instruct that if any of the answers were substantially untrue, and according to the usual course of the insurance business, the policy would not have been issued had the truth been stated, they should find for the insurer, and in another instruction state that the jury should not determine whether insured's physicians were mistaken as to his ailment or whether he, at the time of his application, in good faith believed he was healthy, but that they should determine whether the answers were substantially true, and, if untrue, whether according to the usual course of business the policy would have been issued if the truth had been stated.—*Supreme Lodge K. of P. v. Bradley (Ky. C. A.)*: 107 *Southwestern Reporter*, 209. •

ESTOPPEL OF INSURED. Members of a mutual insurance society are bound to take notice of and be governed by the society's by-laws, whether adopted prior or subsequent to the contract if the contract makes such by-laws a part thereof. Where decedent was insured in defendant society as a railroad brakeman at a time when such occupation, together with that of a railroad yard switchman, were both classified as hazardous risks, a by-law subsequently enacted declaring that the occupation of switchmen in railroad yards was extra hazardous and should not be insured against was not objectionable as an unreasonable classification.

Insured accepted a benefit certificate in defendant society at a time when he was engaged as a railroad brakeman, the certificate providing that it was issued on condition that insured comply with the laws, rules and regulations governing the order, or that might thereafter be enacted. Subsequently the risks were reclassified by a by-law prohibiting insurance on persons engaged as switchmen in railroad yards in cities of 10,000 population and upwards, and that any person changing his occupation from either the ordinary or hazardous class to the prohibited class should lose his membership. *Held*, That such reclassification of risks did not impair any vested right of insured, and that he having subsequently changed his occupation to that of the prohibited class, in which occupation he was killed, the society was not liable on the certificate.

Insured, after taking out a certificate in defendant society, insuring him as a railway brakeman, changed his employment and became a switchman in a railroad yard, in a city of more than 10,000 inhabitants, where he was killed. After execution of insured's certificate the society adopted a new by-law to which insured was subject, placing the occupation of switching in railroad yards in cities of 10,000 inhabitants or over in a prohibited class. A local camp of the society accepted an assessment after his death, which matured prior thereto, with knowledge that insured had been killed while switching. *Held*, That such knowledge did not necessarily indicate a violation of the by-law, which only prohibited switching in a railroad yard in cities of 10,000 inhabitants, etc., and hence did not operate as a waiver of insured's breach thereof. A waiver is a voluntary relinquishment of a known right, and before it will be enforced it must clearly appear that the party against whom it is sought to be enforced was in possession of all material facts affecting it.—*Norton et al. v. Catholic Order of Foresters (Ia. S. C.)*: 114 Northwestern Reporter, 893.

BREACH OF WARRANTY. In his application insured warranted the truth of all answers made therein and agreed that if any answer or statement in the application was not literally true the policy should be void. A copy of the application was attached to the policy when it was issued. In the application insured was asked if he had ever been rejected for life insurance, to which he answered "No." The evidence was undisputed that he knew that a prior application to another association had been rejected. *Held*, That the policy was voided by the false statements in the application.

—*Genrow v. Modern Woodmen of America* (Mich. S. C.): 114 Northwestern Reporter, 1009.

BREACH OF WARRANTY—CONSTRUCTIVE KNOWLEDGE BY ASSOCIATION. The defense, to an action on a benefit certificate, that insured made false statements in his application as to his age and as to whether he had previously been a member of the order, can not be held to have been waived because the insurer had notice of facts which would cause a person of ordinary prudence to make inquiry, and that such inquiry, if prosecuted with reasonable diligence, would have resulted in actual knowledge of the falsity of the statements, since the doctrine of waiver or ratification is founded upon actual and not constructive knowledge.—*Brotherhood of Railroad Trainmen v. Roberts* (Tex. C. C. A.): 107 Southwestern Reporter, 626.

PRESUMPTION OF DEATH. The evidence showed that the insured, an unmarried man of about 30 years of age, working in a newspaper office and residing with his parents, left home October 14, 1895, to go to California. He wrote several letters to his father and other members of the family, his last letter being dated December 15, 1895, giving his address as Oakland. Not receiving other letters the father and family began making inquiries as to his whereabouts. In 1904 the defendant association published an advertisement for the missing insured in the "Modern Woodmen," a paper having a circulation in the United States of 700,000 copies, giving a description of insured with his picture and offering a reward for information leading to his being found. This paper was mailed to every member of the order, of which over 8,000 resided in California. Neither the inquiry of the family nor the efforts of the association resulted in finding insured. This case has been twice tried. *Held*, That upon this evidence the law must presume that the insured was dead at the end of seven years.—*Modern Woodmen of America v. Gerdon et al.* 94 Pacific Reporter, 788.

LIABILITY OF ASSOCIATION. A fraternal insurance order is not liable for personal injuries sustained by a member during an initiation conducted by the officers of the local camp of the order, where at the time of the injury the member had been passed upon and accepted as a member and the ritualistic work authorized by the order had been done. Having no power to appoint or nominate officers of the local camp who initiated the plaintiff into the association, it cannot be held that these officers are the agents or servants of the association in the ceremonial process of initiating a member into the order.—*Kendrick v. Modern Woodmen of America* (St. Louis C. A.): 109 Southwestern Reporter, 805.

NOTICE OF MEETING—STATUTE. The by-laws of a mutual insurance company contained no provision for notice of a special meeting at which amendments of the by-laws might be adopted, but declared that notice of annual meetings should be given by publication for three consecutive days, at least five days prior thereto,

in two daily newspapers published in New York. Insurance Law N. Y., Laws N. Y. 1892, p. 2013, c. 690, sec. 209, requires every mutual insurance company to cause amendments proposed to any by-laws to be mailed to its members, so as to give them not less than five days' notice of the time and place where they are to be considered. *Held*, That such article amounts to a requirement that reasonable notice should be given and that five days' notice was not sufficient, where the amendments proposed were complicated and the members were scattered over the United States and foreign countries.

A bill by the holder of an assessment policy in defendant company, on behalf of himself and all others similarly situated, charging that defendant had fraudulently misapplied a fund collected as a reserve fund from assessments for the benefit of the owners of such policies, and had fraudulently charged liens against them to the amount of about 30 per cent. of their face value, and fraudulently assessed the assessment policyholders for the purpose of maintaining a reserve required by law for the level premium insurance, in which the assessment policyholders were not interested, and that the officers of defendant company had wasted and misapplied its assets, so that it was insolvent, stated a ground for equitable relief, in so far as it prayed for an accounting for the cancellation of the liens, and the ascertainment of the amounts of the assessment policies.—*Robinson v. Mutual Reserve Life Ins. Co.* (U. S. C. C. N. Y.): 159 Federal Reporter, 564.

BY-LAWS. A certificate of a fraternal order recited that it was controlled by the laws of the order, which provided that the member had no property right in the fund named in the certificate: that the beneficiary named therein had no vested right therein until the death of the member: that the member might at any time change the beneficiary without his consent; and that the society should not be liable for the payment of the certificate unless the member named therein should comply with all the laws of the order, etc. A new certificate designated the member's son as beneficiary. The certificate was given to the son under an agreement that he should thereafter pay dues and assessments thereon. The order knew the facts, and for several years accepted payments from the son. *Held*, That the son did not and could not take a vested interest in the certificate of insurance, but took it subject to the right of his father who, at the time, with the consent of the association, could change the beneficiary.—*Grand Lodge A. O. U. W. of Ky. v. Denzer* (Ky. C. A.): 110 Southwestern Reporter, 882. 37 Insurance Law Journal, 726.

MUTUAL ASSESSMENT COMPANY—STATUTE. Laws Cal. 1891, p. 126, c. 116, sec. 1, provides that every contract whereby a benefit may accrue to a party named therein on the death of a person insured thereunder, or for the payment of any sum dependent on the collection of assessments from persons holding similar contracts, shall be deemed a contract of mutual insurance on the assessment plan, and that such contracts must show that the

liability of the insured thereunder are not limited to fixed premiums. Section 2 provides corporations may be formed to carry on the business of mutual insurance on the assessment plan, that no such corporation shall issue contracts of insurance till 200 persons have paid in \$5,000.00, which sum shall be paid to the State Treasurer, and held in trust for the "contract holders" of such corporation. *Held*, That the "contract holders" included only the holders of insurance contracts issued by the company within the scope of its authority under such law, and that a debenture issued by the company, in substance merely a promise of the company to pay at its office a certain sum, two years after date, with interest, and making reference to insurance only by a concluding provision giving the owner the option at its maturity to take a policy in lieu of the money, was not such an insurance contract.—*Engwicht v. Pacific States Life Assur. Co. et al.* (Cal. S. C.): 96 Pacific Reporter, 87.

BREACH OF WARRANTY—EVIDENCE. Where a copy of the application is attached to the policy as required by the statute, and the insured files a copy of the application with her petition and made it a part thereof, it is error for the trial court to exclude the application in evidence on the question of breach of warranty as to the good health of insured and attendance of physician. In his application insured stated and represented that he was then in good health and had not consulted a physician within five years next before the date of the application. After the death of insured the plaintiff, as required by the policy, furnished the association with proofs of his death. These proofs showed that the representations of insured as to his health and consultation with physicians were untrue. The trial court excluded the proofs of death as evidence. *Held*, That the proofs of loss furnished the company are not only evidence that the condition of the policy requiring them has been complied with, but are also to be regarded as admissions and *prima facie* evidence of the facts therein stated.—*Supreme Lodge K. of P. v. Bradley* (Ky. C. A.): 109 Southwestern Reporter, 1178.

PROHIBITED OCCUPATION. The by-laws of the order provided, among other things, that if any member "engaged" in the sale of intoxicating liquors, he should stand suspended from participating in the benefit funds of the order. The insured, who held two certificates in the order, furnished the funds and became a co-partner with his son in the saloon business. It was shown that insured took no active part in the business, only having his money invested in it. In a suit on the certificate it was held that the words "engaged in," as used in the by-laws, implied an active interest and that the investment of money in such a business was not within the meaning of the by-law. If a condition in an insurance policy is susceptible of two interpretations, it should receive that which is most favorable to insured, since the company is responsible for the language used in the policy.—*Graves v. Knights of the Maccabees of the World* (N. Y. S. C., App. Div.): 112 New York Supplement, 948.

PAYMENT OF PREMIUMS BY BENEFICIARY. A beneficiary acquires a vested right in insurance which equity will protect if such beneficiary assists in paying the assessments or premiums under an agreement by which the proceeds of the insurance or a part of them are to be paid to such beneficiary. A beneficiary, who has assisted in the keeping up of insurance under an agreement by which the proceeds thereof or a part of them are to be paid to her, loses such rights where she abandons such agreement and fails to perform her undertakings.—*Hill v. Hill*: 130 Ill. App. 278.

COMPLETE CONTRACT—NON-DELIVERY OF CERTIFICATE. Where a contract of insurance as between the society and the member has become fixed, the retention by the association of the benefit certificate and the non-delivery thereof has no effect to prevent a recovery upon such certificate.

A statement, to constitute a warranty, must be a statement with respect to a matter material to the risk.

A beneficiary named in a benefit certificate is not bound to submit his claim for adjudication to the tribunal provided for in the rules or by-laws of the insurance order before instituting suit in the courts, when such rule and by-laws attempt to make an officer or officers of such association such arbiter or tribunal.—*Great Hive, Ladies of Modern Maccabees v. Hodge*: 130 Ill. App. 1.

ULTRA VIRES. A certificate issued by the society agreeing to pay to a member a certain sum upon his arriving at a specified age, not being within the specific powers under the charter is ultra vires. The powers of a fraternal benefit society are to be ascertained from its charter, and those powers not specifically granted, and not necessarily implied from those specifically granted, are deemed to have been withheld. A fraternal benefit society is not estopped from pleading that it was without power to agree to pay a sum certain to a member upon his arriving at a particular age by reason of its having received assessments from such member from time to time, and continuing him in good standing until the maturity of the obligation claimed as ultra vires.—*McCartney v. Supreme Tent Knights of Maccabees of the World*: 132 Ill. App. 15.

CANCELLATION. The insured, a resident of Texas, sought to enjoin the association, a Missouri corporation, from canceling a certificate on the insured's life. The injunction was granted and on appeal it was held that such a judgment was not good because it could only operate in personam, and the only way of enforcing it would be by an attachment of the body of the officers, and the infliction of punishment, and that such was not within the judicial province of the courts of that State. Cancellation of a certificate by a mutual benefit society, without the consent of the insured, he having fully performed his part of the contract, will not terminate or relieve the society from liability thereon. On the alleged termination of a policy by insurer insured in general may tender the premiums when due, wait till the policy matures, and then

sue for the benefits, or when notified that the association has elected to forfeit the policy, may acquiesce and sue for damages, or he may institute proceedings to have the issue as to whether or not the policy has been in fact forfeited, or is still in force, judicially determined. The fact that the association is a corporation, domiciled in another state, does not deprive a court of equity in Texas of jurisdiction of a suit to determine whether a policy has been in fact forfeited or is still in force, and to pass a decree determining the status of the parties thereto.—*Royal Fraternal Union v. Lundy* (Texas C. C. A.): 113 Southwestern Reporter, 185.

BREACH OF CONTRACT—ESTOPPEL. A mutual insurance company, with power to amend its by-laws and to readjust rates of premiums, adopted a by-law increasing premiums. The by-law was passed in good faith, to maintain the solvency of the company. Four-fifths of the policyholders complied with it. Insured and the beneficiary in a policy knew that the company was operating on the theory that the by-law was valid, and made payments without objection for four years. *Held*, That, though the passage of the by-law was a repudiation of the contract assumed by the company, insured and the beneficiary kept the contract alive by paying the premiums, and they could not thereafter claim the benefit of the breach.

A mutual company passed a by-law re-rating the premium of one class of policies issued by it. Insured who held one of these policies was duly notified of the change, but took no heed, and continued the payment of premium as specified in his policy. Four years after the passage of the by-law, the insured found out in a letter from the company that under the by-law his policy would be scaled down. He then denied the validity of this by-law and claimed the contract rescinded and sued the company for the present value of the policy. *Held*, That to take advantage of a breach of contract, the insured should have made a prompt election to do so, and failure to so elect for a period of four years was cause for estoppel.—*Voss v. Northwestern Nat. Life Ins. Co.* (Wis. S. C.): 118 Northwestern Reporter, 212.

RAILROAD RELIEF ASSOCIATION. Railway employees only were permitted to join the relief department of the defendant company, an institution organized to pay disability benefits to members. The contract for benefits provided: "The word 'disability' shall be held to mean physical inability to work." *Held*, That the words "physical inability to work" means inability to perform such labor as the injured member was engaged in at the time of his injury, or similar labor which would enable him to earn wages equally as remunerative. Under the provisions of such contract, if an injured member of the relief department recovers so that he is able to perform such work as is contemplated in the contract, or similar work equally as desirable and remunerative, then the obligation of the defendants to pay disability benefits ceases. But recovery sufficient to enable him to earn much smaller wages at some other employment, or employment procured through the charity or indulgence of friends or

relatives, when, in fact, he has not recovered from his disabilities, is insufficient to release defendants.—*Keith v. Chicago, B. & Q. R. Co. et al.* (Neb. S. C.): 116 Northwestern Reporter, 956. 70 Albany Law Journal, 286.

NON-PAYMENT OF ASSESSMENTS—SUSPENSION. Where the by-laws of a mutual benefit association declared that contributions must be paid within thirty days after notice of a call was sent, but further provided that the council to which the member belonged might authorize payment of his contribution as a loan or gift from its general fund, and that the payment must be made within the time specified, the by-laws would be self-executing so as to effect a suspension of a delinquent member only in case he failed to pay the contribution within the time specified after notice of a call, and providing the council subsequently refused to pay for him.

A by-law of a mutual benefit association required that notice of an assessment call be sent to the "regular address" of a member, but there was no requirement as to a member giving his regular address. A member and his family lived with his mother-in-law in St. Louis for several months, when he went to Chicago. The officer whose duty it was to give notice knew the member's Chicago address, corresponded with him there, and knew his wife was with him part of the time, but no notice of assessment calls were sent to him, except to the St. Louis address. *Held*, That there was no compliance with the by-laws, and unless the member actually received the notice, he was not in default for non-payment thereof so as to work a suspension. If the member actually received the notice, it would be sufficient to effect a suspension upon non-payment of dues within the required time.

Where it has always been the custom of the association to notify a member of his suspension, a suspension will not become operative until such notice has been given. Insured died four or five months after entry of his suspension, and seven months after he had paid any dues. Both the recorder of the local lodge and the supreme recorder of the association testified that insured was notified of his suspension for non-payment of his assessments and that it was incumbent upon him, if he wished to enjoy further the privileges of the association, to do or say something expressive of dissatisfaction with the action of the council. *Held*, That if he received notice of the action of the council and did nothing in the premises, nor treated himself as a member of the order and bound to contribute to its burdens, no recovery can be had on his benefit certificate.—*Bange v. Supreme Council Legion of Honor* (St. Louis C. A.): 105 Southwestern Reporter, 1092.

WARRANTY AND REPRESENTATION. The application for insurance does not form any part of the contract, and statements therein are not to be treated as warranties unless such application is referred to in the policy and forms the basis of the contract; but such statements are to be treated only as representations.

By the constitution and by-laws of the association it was provided that certificates might be payable only to the family,

heirs, wife, affianced wife, blood relation, or person dependent on the member. In the application plaintiff was named as the wife of the insured. A marriage ceremony had been performed between the plaintiff and the insured, but was void by reason of the fact that plaintiff had never been divorced from a former husband and the insured had never been divorced from a former wife. Evidence was introduced to show that plaintiff believed her former husband was dead at the time of the marriage ceremony between her and the insured, and that the former wife of insured was only fourteen years of age at the time of her marriage to him, and that insured represented to plaintiff that the marriage was void and had been annulled. Plaintiff and insured lived together as husband and wife from the time of the marriage ceremony to the time of his death. Two children were born of the marriage, and during the time they lived together the plaintiff and said children were "dependent upon the member," and therefore her designation was not in violation of the constitution or by-laws of the defendant.—*Richards v. King* (N. Y. S. C., Tr. Term.): 107 New York Supplement, 720.

ESTOPPEL. The insured, becoming dissatisfied with his policy, wrote to the company for an explanation concerning the increase in the amount of the assessments. An agent of the company visited insured and during the course of the interview between the agent and the insured, it was proposed by the agent that if insured desired to surrender the policy, the company would, in consideration of such surrender, refund to him the estimated amount previously paid by him. This was agreed to by insured in the presence of his son, who was then a man about twenty-five years old, and the surrender was duly executed by indorsement upon the certificate. The agent gave insured a draft on the home office, payable to himself and his wife; and subsequently this draft was presented to a local bank, bearing the indorsement of insured and his wife, and the amount was paid. There was testimony tending to show, and the chancellor so found, that at this time insured was mentally incapable of transacting business or of executing contracts. The evidence also establishes the fact that the indorsement of the name of the wife upon the draft was not made by her, but was written by insured, who presented the draft to the bank and received payment thereof. Proof introduced by the plaintiff establishes the fact, however, that the wife was a few days later apprised of the fact that her husband had surrendered the certificate. There was no evidence to show that the agent knew of the mental incapacity of the insured at the time the policy was surrendered. No assessments or dues were paid by insured after the surrender and none were offered either by him or the beneficiary. No notice was in any manner communicated to the association of the mental incapacity of the insured until after his death. *Held*, That the plaintiff was estopped to assert the invalidity of the surrender of the policy.

Where a mutual benefit certificate was executed in Illinois, where the society was domiciled, and where the member resided at

that time, it was an Illinois contract, and should be construed according to the laws of that State.

Where a certificate in an Illinois mutual benefit society authorized the holder to surrender his certificate by paying the association all claims thereunder and returning the certificate to the secretary, the term "certificate holder" being used to represent the member and not the beneficiary, the latter had no vested interest in the certificate under the Illinois law.—*Franklin Life Ins. Co. v. Morrell et al.* (Ark. S. C.): 106 Southwestern Reporter, 680.

BENEFICIARY—RIGHT TO CHANGE. The insured, who was the holder of a benefit certificate in the sum of \$1,000, entered into a contract with his step-son to the effect that if the step-son would support insured and his wife during their lifetime and would pay the dues and assessments on the certificate, the step-son should be made beneficiary of the proceeds of the certificate. Under this contract the insured and his wife were taken into the home of the step-son and remained there four years, at the end of which time the insured was taken to the poorhouse and the wife left the home of the step-son. After being taken to the poorhouse insured changed the designation of beneficiary to his wife. Upon the death of the insured both the wife and the step-son made claim to the proceeds of the certificate. The association paid the money into court under an order for interpleader. *Held*, That even though the law justified a contract such as is claimed to have been made between the insured and the step-son at the time he took them into his home, after the breach of this contract by the step-son, insured was justified, under the law, in having a new certificate made out in favor of his wife. The step-son lost the right to invoke the doctrine of equitable lien against the proceeds of the certificate when he repudiated his contract to support the insured and his wife so long as they should live.—*Ptacek et al. v. Pisa et al.* (Ill. S. C.): 83 Northeastern Reporter, 221.

FAILURE TO MAKE NEW DESIGNATION. Laws Ill. 1893, p. 130, provide that the payment of death benefits by a fraternal beneficiary society shall be made only to the families, heirs, blood relations, affianced husband or wife of, or to persons depending on, the member. The by-laws of a society made no provision for payment on a beneficiary's death prior to that of a member, where the member failed to designate another beneficiary. The wife of a member, designated as beneficiary, died, leaving children of the marriage, and thereafter the member married another from whom he was divorced, subsequently marrying a third time, of which marriage there was a child. The beneficiary in the certificate was not changed, and at the member's death his family consisted of his third wife and the children of his first and third marriages. *Held*, That the statute governed, the family being first named, and that the third wife and all the children were entitled to the death benefit in equal portions.

The benefit certificate provided that it was subject to the constitution and laws of the society, and liable to forfeiture if the

member should not comply with the constitution, laws, and such by-laws as were or might be adopted from time to time. A by-law, adopted after the issuance of the certificate, provided that on the beneficiary's death, prior to that of the member, on the member's failure to designate another beneficiary, then the death benefit should be payable to the member's wife, or if she did not survive him, to his legal heirs. *Held*, That there was nothing in the by-law indicating an intention that it should affect an existing contract, and only required compliance by the member with the conditions thereof and the laws and by-laws of the society, and did not include power to modify the contract, and the wife not otherwise entitled to the entire death benefit was not so entitled to the same under such by-law.

The benefit certificate in connection with the constitution and by-laws of a fraternal beneficiary society and the statutes of the State in force when the certificate was issued constitute the contract between the parties.—*Kaemmerer et al. v. Kaemmerer* (Ill. S. C.): 83 *Northeastern Reporter*, 133.

FORFEITURE BY SUICIDE. The certificate provided that if the member should comply with all laws of the society then in force, or that should afterwards be enacted, the society would pay a specified sum upon his death. A law of the society provided that if any member, within five years after becoming a member, should die by his own hand, his certificate should become void. Before joining the society the member inquired for information concerning its laws, and the subordinate lodge officers had given him a pamphlet containing what they represented to be its constitution and by-laws, which did not contain the law regarding suicide, and he had no knowledge of its existence. He died by his own hand within five years after becoming a member of the society. *Held*, That there could be no recovery on the certificate, since when a person becomes a member of such a society he assumes the duty of knowing its internal laws, and agrees to be governed by them whether he knows them or not.—*Benes v. Supreme Lodge Knights and Ladies of Honor* (Ill. S. C.): 83 *Northeastern Reporter*, 127.

DEFAULT. Defendant was insured in an assessment company. The mortuary assessments having constantly increased until they reached \$123 per annum, he and the beneficiaries contracted with plaintiff to pay him \$200 per year "for paying premiums and dues on the * * * policy from this date." The policy was assigned to plaintiff, and on the back of the assignment it was stated that defendant agreed to pay plaintiff \$200 per annum "so long as he shall keep in force said policy." Plaintiff continued to pay the dues and assessments until they had been increased to \$280 per annum, when defendants ceased sending him notices of assessments, which they had heretofore done, although there was no agreement requiring it, and plaintiff thereupon discontinued payment and the policy lapsed. *Held*, In an action to recover the payments made by plaintiff, That under the contract plaintiff was bound to continue

the payments to the maturity of the policy. Defendants not being obliged to deliver the notices of assessments to plaintiff, their failure to do so was no excuse for his discontinuing the payments. The plaintiff having violated his agreement, became liable to the defendants for such damages as they sustained, the measure of damages being the cash value of the policy at the time plaintiff defaulted in the payment of the dues and assessments.—*Vaughan et al. v. Reddick* (Ky. C. A.): 106 Southwestern Reporter, 292.

EXPULSION OF MEMBER. A beneficial association, organized to carry on a system of fraternal insurance, has an inherent right to expel members for non-payment of dues, and may also provide in its laws that such non-payment, within a stipulated time after notice, shall, without further notice to the delinquent member, ipso facto work a forfeiture. A member in a beneficial association who holds a certificate stipulating that he shall be bound by the charter and by-laws of the association is conclusively presumed to know the charter and by-laws. Where the laws of a fraternal insurance order provide that non-payment of an assessment, continuing for a specified time, shall operate ipso facto to terminate the connection between the order and the delinquent member, and to forfeit his rights as such, non-payment of an assessment, continuing for a specified time, forfeits the right of the delinquent member without action on the part of the order; but where the laws of the order require that something shall be done by it to make the expulsion of a member complete, to terminate his rights, a strict compliance with the procedure prescribed is essential. Where the by-laws of a fraternal insurance order provide that any member of the order "shall ipso facto forfeit his membership * * * who fails * * * to pay his * * * assessment for thirty days from the date of mailing * * * the notice for assessment," etc., the failure to pay an assessment within the prescribed time after notice thereof works a forfeiture of the rights of the delinquent member, though the courts are astute to discover modes of escape from declaring such a forfeiture. The by-laws of a fraternal insurance order, consisting of local councils, provided that any member who should neglect to pay his assessment should ipso facto forfeit his membership, and that no money should be transferred from the treasury of any council except by two-thirds vote at a regular meeting, etc. A member of a local council failed to pay his assessments, but the local council, without complying with the by-laws, paid the same from its treasury. The order had no knowledge of the facts. *Held*, That the local council, in undertaking to make good the member's delinquency, acted as his agent, not as agent of the national council, and that the order did not waive the forfeiture resulting from the non-payment of the assessments, and was not estopped from setting it up in defense to an action on the certificate.—*Knights of Columbus v. Burroughs' Beneficiary* (Va. S. C. A.): 60 Southeastern Reporter, 40.

READJUSTMENT OF RATES. The constitution and by-laws of an assessment insurance association were by the certificate of membership made a part of the contract. They gave the directors power "to fix the amount and rate of assessments, fees, and dues," and the by-laws and certificate provided for a death benefit assessment at such rates "according to the age of each member" as the directors might establish. On the back of the certificate, but not referred to therein, was a table giving the basis of the assessment rate for each member according to age, and assessments were made on that basis according to the age of each member at his entry into the association. *Held*, That a readjustment of the rates by resolution of the directors of the association to conform to the estimated cost of insurance according to the experience of the association, equalized among the members by taking into account the attained age of each member, was authorized by the constitution and by-laws and the contract itself. Where the constitution and by-laws of an assessment insurance association, which by the certificate of membership are made a part of the contract of insurance, provide that the board of directors shall adjust assessments, a resolution adopted in pursuance thereto, requiring each member of a certain class to pay for his insurance the actual cost thereof, according to the experience of the association, on the basis of his attained age and expectancy of life, is not a discrimination against a member of such class simply because two other classes of the association's members pay flat premiums based on their ages at the dates of entry, where the evidence shows that such premiums are based on the experience of the association and the standard mortuary tables, and cover the cost of insurance to the association.—*Schmidt v. Mutual Reserve Fund Life Assn. (St. Louis C. A.)*: 106 Southwestern Reporter, 1082.

STATUTORY DEFINITION. An insurance association which has no lodge system, ritualistic form of work or representative form of government is not within Rev. St. Mo. 1899, Sec. 1408 [Ann. St. Mo. 1906, p. 1111], defining a fraternal beneficiary association as a corporation, society or voluntary association for the benefit of its members and their beneficiaries, and having a lodge system, with ritualistic form of work, and a representative form of government. An amendment adopted in 1901 (Laws Mo. 1901, p. 96) to Rev. St. Mo. 1899, Sec. 1423 [Ann. St. 1906, p. 1118], part of the act of 1897 (page 132) relating to fraternal beneficiary associations, providing that associations of commercial travelers incorporated as fraternal benefit associations shall be subject to the provisions of the act, does not bring within its provisions a commercial travelers' association organized in 1878, without a lodge system or representative form of government, which never amended its charter, or otherwise took advantage of Rev. St. Mo. 1899, Sec. 1409 [Ann. St. Mo. 1906, p. 1113], authorizing associations previously organized to do business under the act on complying with its provisions, nor made reports to the State Superintendent of Insurance, as required by Section 1411 [Ann. St. Mo. 1906,

p. 1114]. A commercial travelers' association organized in 1878 which did not comply with the act of 1897 (Laws Mo. 1897, p. 132), relating to fraternal beneficiary associations, did not thereby forfeit its charter or become an old-line insurance company, but is a mutual benefit association doing business on the assessment plan, and confined in the issuance of certificates of insurance to classes named in the charter. The mother of a member of a mutual benefit association not living with insured, but with her husband, an able-bodied man 67 years old, who had recently failed in business, was not a member of insured's family nor a dependent on him because of gifts amounting to \$200 within a few months before her death, and hence was not entitled to a benefit under a provision of the association charter and of Laws Mo. 1879, p. 65, restricting the beneficiaries to the families, widows or other dependents of members. Under a provision of a mutual benefit association constitution that, if all beneficiaries designated in a certificate die, the benefit shall be paid to the heirs of the member, and under the statute of distributions, where a member canceled a valid designation of beneficiary and made an invalid one, his heirs were entitled to the benefit.—*Western Commercial Travelers Assn. v. Tennent* (St. Louis C. A.): 106 *Southwestern Reporter*, 1073.

REPUDIATION OF AGREEMENT. *Comp. Laws Mich., Sec. 8049*, empowers a fraternal insurance society to create and distribute relief for the benefit of disabled members. A member without means of support, and without ability to keep up his benefit certificate, obtained a certificate payable to a woman, a stranger, who could not be a beneficiary, and who assigned it to a third person, in consideration of the latter paying to her out of the fund a specified sum. The member appointed the third person his attorney to collect the money and dispose of it. Thereafter the member and the woman married. The lodge knew the facts and consented to the arrangement. *Held*, That the arrangement was not contrary to public policy, and the woman would not be permitted to repudiate it.—*Grand Lodge A. O. U. W. of Mich. v. Beath et al.* (Mich. S. C.): 114 *Northwestern Reporter*, 662.

BREACH OF WARRANTY. Where a member of a beneficiary association falsely warranted in his application for membership that he had not consulted with or been treated by a physician, there can be no recovery against the association, since Acts 1903, p. 94, Ch. 69 (Rev. St. Tex. 1895, Art. 3096aa), providing that any provision in an insurance policy that statements made in the application, if false, shall render the contract void, shall be of no effect unless the misrepresentations are shown to be material to the risk, etc., does not apply to beneficiary associations.

On writ of error from a judgment for plaintiff in an action on a contract of fraternal insurance, where the evidence clearly shows that statements in the application, warranted to be true, are false, the judgment will be reversed and rendered for defendant.—*Modern Order of Praetorians v. Hollmig* (Tex. C. C. A.): 105 *Southwestern Reporter*, 846.

INCONSISTENT PROVISION. Where there is inconsistency in the provisions of the by-laws of a benefit society as to the payment of dues and assessments by its members, and a question arises whether there has been a forfeiture of benefits because of the non-payment of dues and assessments, the court will, where interpretation is possible, construe the by-laws so as to give the insured the benefit of the provisions favorable to him.

The receipt and retention of money paid to the benefit society by one of its members on an overdue assessment is ordinarily sufficient to waive a forfeiture arising from the failure to pay the assessment when due.

The demand, receipt, and retention by the benefit society of an assessment on which the member is not in default with one which was overdue waives the forfeiture growing out of the delay of non-payment.—Grand Lodge A. O. U. W. of Kansas v. Smith (Kans. S. C.): 92 Pacific Reporter, 710.

RENEWAL COMMISSIONS. A solicitor for an insurance company was to receive 80 per cent. of the first twelve premiums paid by the parties whom she might procure to take policies in the company. *Held*, That her leaving the service of the company before all the twelve premiums were paid did not affect her right to the commission agreed on.

A general field agent of the defendant spent several weeks assisting the plaintiff in organizing a lodge. There was some evidence in the record to the effect that plaintiff was to have the assistance of an agent of defendant company in organizing the first three lodges, and there is evidence of defendant's field agent and himself and of statements made by him that any service rendered by him in organizing the lodge was as her assistant, and of which she was to have the benefit. *Held*, That the fact that the plaintiff was assisted in securing applicants for the insurance was not a defense of her claim for commissions.—Martin v. Fraternal Life Ass'n. (Neb. S. C.): 114 Northwestern Reporter, 159.

CONSTRUCTION OF CONTRACT. A policy of assessment life insurance, designating the wife and children of the assured as beneficiaries, is testamentary in character, and must be construed according to the statute, as well as the provisions of the policy, constitution, and by-laws of the association.

Ky. St. 1903, Sec. 655, provides that when a policy of insurance is effected on one's own life in favor of some person other than himself, having an insurable interest therein, the lawful beneficiary, other than himself, or his legal representatives, shall be entitled to its proceeds against creditors and representatives of insured. *Held*, That, in the case of a policy in an assessment company, the words "legal representatives" mean heirs and distributees, and "representatives" means the personal representatives of insured.

A policy of assessment life insurance provides that upon insured's death his wife (naming her) and his two daughters, if

living, otherwise the insured's legal representatives, should be entitled to the insurance in equal parts. The wife and one of the daughters died, and insured remarried. No change was made in the beneficiaries, though allowable, and the policy was not mentioned in insured's will. *Held*, That a child of a deceased daughter was entitled to one-half of the policy as legal representatives, since the term "legal representatives" meant heirs and distributees, and it was not the insured's intention that the proceeds should go to his personal representatives, especially in view of Ky. St. 1903, Sec. 671, providing that the proceeds of such a policy can not be subjected to payment of insured's debts, and Section 655, to the effect that the beneficiary of a policy other than the insured himself, or his legal representatives, shall be entitled to its proceeds against the creditors and representatives of insured.—Hall et al. v. Ayers' Guardian et al. (Ky. C. A.): 105 Southwestern Reporter, 911.

BENEFICIARY. The by-laws of the association provided that benefit payable on account of the death of a member, shall be payable only to the beneficiary or beneficiaries designated in his application to receive the same, if living at the death of said member. If the designated beneficiary shall not be living at the death of said member, then the benefit shall be payable to the wife (or husband), or in the event of the applicant at death having no wife (or husband) living, then to the children of the member collectively, each to be entitled to an equal share, including, as entitled to the parent's share, the issue of any deceased child, or, if there be no children or such issue living, then to the father and mother of the deceased member jointly, or the survivor, or if neither of these be living then to the next of kin if there be any such, payment in behalf of such next of kin to be made to the legal representatives of the deceased member. If there be no relatives living, the benefits otherwise payable shall lapse, and the amount thereof shall remain as part of the Relief Fund, without claim for the same, and the necessary funeral expenses and proper expenses incident to the disability and death of the deceased member, shall, in such case, be paid from the fund." The application provided that the "death benefit shall be payable to my wife, Eva J. Reid, of Fort Wayne, Ind., or to such other person or persons as I shall subsequently duly designate in writing, in substitution therefor, with the approval of the superintendent of the relief department, if living at the time of my death, and not withdrawn as my beneficiary; otherwise," etc., in the order designated in Rule 29. Prior to the death of insured his wife obtained a divorce from him. *Held*, That where the contract provides that the designated beneficiary must be of a particular class it has been held that, if the person so designated is a member of the required class at the time of such designation, the fact of a subsequent divorce will not, in the absence of a sufficient designation of some other capable beneficiary, bar the right of such beneficiary to recover the amount of the policy.

A divorced wife could not by any construction be designated as "the wife" of the member at the time of his death nor is she the widow of the deceased.

Where the contract provides that the benefit fund is payable, in event of death, to persons of a particular class, a beneficiary who claims such fund must, in absence of a valid designation, establish the fact of membership in such class at the time of the death of the insured. Therefore, to make a designation available after the death of the insured, there must have existed such relation between the beneficiary and the member at the time of the death of the member as is contemplated by the agreement and the laws and by-laws of the order.

The complaint alleged that the insured assigned to the plaintiff all his right and interest in and to the certificate and delivered the same to her; that he performed all things within his power to have said transfer made. *Held*, That while the insured may not have strictly complied with the rules of the association prescribed by the by-laws thereof for a change of beneficiary, such a transfer as is alleged in the complaint should be regarded and is an equitable assignment and enforceable in equity.—*Farra v. Braman et al.* (Ind. A. C.): 82 Northeastern Reporter, 926.

RIGHT TO BENEFIT FUND. A member of a mutual benefit society who holds a certificate of insurance therein has no interest in the fund. He possesses simply the power of appointment, which, if not exercised, becomes inoperative. Neither the certificate nor the proceeds become a part of the estate of the member.

A member of a mutual benefit society who is the holder of insurance therein has no interest in the certificate which can be disposed of by will. And where the rules and by-laws of the order and the contract of insurance provide a method by which a change of beneficiary may be made by the member that method must be followed, and a testamentary direction will be held ineffectual as a new designation.

Where the beneficiary named in a benefit certificate issued by a mutual benefit society dies before the insured member, no interest in the fund vests in the beneficiary, and her heirs can not take the fund by inheritance. The only interest such beneficiary had in her lifetime was an expectancy, which ceased at her death.

Where the assured has made no change in the beneficiary, and the rules and by-laws of the society which were a part of the contract expressly provide where the fund shall go at his death, the contract governs. In this case the laws of the order provide that under the facts which are not disputed the proceeds are payable only to the heirs of the assured.

A person not within the class for whose benefit such mutual society is organized cannot become a beneficiary.—*Modern Woodmen of America et al. v. Puckett et al.* (Kans. S. C.): 94 Pacific Reporter, 132.

SUICIDE. In an action to recover upon a benefit certificate issued by a fraternal insurance association, whose constitution contains a clause making the certificate incontestable after two years, except for violation of the constitution or laws of the order, and wherein the death of the assured member did not occur within two years of the issuance of the certificate, in order to sustain a defense on the ground that the assured committed suicide, it is necessary to allege and prove that death by suicide is a violation of the constitution or laws of the order in force at the date of the assured member's death.—*Sebesta et al. v. Supreme Court of Honor.* (No. 15,412.) (Neb. S. C.): 115 Northwestern Reporter, 300.

RETURN OF PREMIUMS RECEIVED. The policy provided that "if the same was in force at the expiration of ten years from the date thereof the association would, on surrender of the policy, return the amount of dues paid, less the amount, if any, the person insured may have drawn in case of sickness during that time." The plaintiff paid the dues of the association during ten years, and he had received no sick benefits during that time. On the refusal of the association to return the amount of the dues, plaintiff brought this action for money had and received. *Held*, That the promise to return the amount of dues received at the expiration of ten years was ultra vires the corporation, and that the action for money had and received could not be maintained as the contract to pay sick benefits was within the powers of the association; and no fraud having been practiced on the plaintiff.—*Southern Mutual Aid Ass'n. v. Watson* (Ala. S. C.): 45 Southern Reporter, 649.

GIFT OF POLICY. Insured in a beneficiary association declared that he would not continue to pay his assessment, but would assign the policy to any one who would do so, and gave his son a passbook in which to receipt payments of the assessments, but retained the policy. *Held*, that the delivery of the passbook was not a delivery sufficient to consummate a gift of the policy to his son. In order to consummate a gift of an insurance policy there must be either a delivery of the policy by the insured or there must be a formal written assignment of the policy delivered to the donee by the insured.—*Ingersoll v. Pond et al.* (Va. S. C. A.): 60 Southeastern Reporter, 738.

FORFEITURE. The by-laws of a fraternal benefit society composed of a grand and local lodges provided that, where a member while at a distance from his lodge became sick, the lodge in whose jurisdiction he then was should make reasonable provision for his temporary care and report to the lodge of which he was a member, etc. A member was taken sick while away from home about fifteen days before the maturity of monthly dues. The local lodge at the place where he then was, and the local lodge at the place to which he was later removed, and the home lodge, knew of his sickness. The monthly dues were not paid. They were tendered about fourteen days after maturity, but refused. It was cus-

tomary for local lodges not to suspend a member for non-payment of dues until after a member had been delinquent for some months. *Held*, That the non-payment of the monthly dues did not work a forfeiture of the member's certificate. A mutual benefit certificate stipulated that the amount thereof should be paid to the member in the event of his "total and permanent disability," and to the beneficiary in the event of his death. The member became sick while in good standing. He suffered from heart disease, which resulted in his death a few months later. During his illness he was unable to perform the duties of his avocation, or do any other work. The physician who treated him stated that he considered his illness fatal from the beginning. *Held*, That the member was totally and permanently disabled within the meaning of the certificate (citing 8 Words & Phrases, p. 7010.)—*Brotherhood of Railway Trainmen v. Dee* (Tex. C. C. A.): 108 Southwestern Reporter, 492.

SUBORDINATE LODGE—DISTRIBUTION OF ASSETS. A fraternal benefit society organized on the lodge system to provide for death benefits instituted a subordinate lodge. The officers and members of the subordinate lodge, which disbanded, divided its assets, instead of delivering them to the grand lodge, as required by the constitution. *Held*, That the assets of the subordinate lodge were held by it and its members in trust, and the grand lodge could maintain an action against the officers of the subordinate lodge for the funds appropriated among themselves and the other members of the subordinate lodge. The fact that a subordinate lodge instituted by the grand lodge was incorporated does not affect the right of the grand lodge to recover money held by the subordinate lodge in trust for the grand lodge, and wrongfully diverted and appropriated by the officers and members of the subordinate lodge; the grand lodge having the right to follow the trust funds into the hands of the officers.—*Die Gross-Loge Des Ordens der Hermanns-Soehne im Staate Colorado v. Wolfer et al.* (Colo. S. C.): 94 Pacific Reporter, 329.

SERVICE OF PROCESS—ESTOPPEL. It appeared by the evidence and the pleadings, beyond controversy, that the association at the time of the accident had some fifty members in this state; that it was not qualified under the law to do business in this state; that it had no agent or place of business therein and conducted all its transactions by means of the United States mail. There was evidence further to this effect: The association, as was customary, issued the certificate to the assured and transmitted the same to him by mail in response to his application likewise received. The customary way in which the assured had made his payments was by sending checks through the mail. Service of process was had upon the association by leaving copy of the summons with the Commissioner of Insurance, as provided by law in cases where companies have complied with the statute. The association contended that such service conferred no jurisdiction on the court. *Held*, That the association is estopped to deny its right to do busi-

ness in the state, the insured being without fault on his part and having no knowledge of such fact; and that the service on the Commissioner was sufficient to confer jurisdiction on the court.—*Corbett v. Physicians' Casualty Ass'n.* (Wis. S. C.): 115 Northwestern Reporter, 365.

EXPULSION OF MEMBER. A beneficial association has no right to expel a member for going on the witness stand and testifying against one of the parties in an action "to the injury of other brothers, and causing the brotherhood at large to lose prestige with" such party.

A member of a fraternal association on being wrongfully expelled need not exhaust his remedies by appealing from the order of expulsion by a local lodge before bringing his action for damages against those wrongfully securing his expulsion.

In an action for wrongfully expelling plaintiff from a fraternal association, if plaintiff was tried and expelled for his act in writing a certain letter, which might have been ground for expulsion in connection with the second charge of testifying in a certain case, which charge did not justify expulsion, the instructions to the jury should have recognized the distinction between the two charges, and they should have been told that plaintiff would be entitled to recover, if his expulsion was upon the second specification alone.

In an action for wrongful expulsion from a fraternal association, a policy in favor of plaintiff's wife for a certain sum on which plaintiff had paid assessments for eight or nine years at the rate of \$1.50 to \$3.50 per month, such policy being forfeited without return of any part of the assessments paid, was properly taken into consideration in assessing plaintiff's damages.

In an action for wrongful expulsion from a fraternal association on the question of damages, it was proper to consider the loss of the right to use a traveling card which enabled plaintiff to travel on all railroad trains, even though such card was a mere gratuity, and there was no obligation upon any railway company to recognize it.

There is no fixed rule as to the proportion between actual and exemplary damages in cases where such damages are recoverable, and where \$2,000 exemplary damages and \$500 actual damages were awarded, the proportion can not be said to be so great as to lead to the conclusion that the jury were actuated by prejudice or other improper motive.—*St. Louis Southwestern Ry. Co. v. Thompson et al.* (Tex. C. C. A.): 108 Southwestern Reporter, 453.

WAIVER. Where a mutual benefit insurance policy provided that it would be forfeited immediately upon failure to pay premiums on the first of each month when due, and the payment for November 1st and December 1st were not made until December 22d, the one for January 1st being paid when due, and all three being remitted January 14th to defendant by its local agent to whom the

payments were made, and there was no showing as to any communication between the agent and the company as to reinstatement of plaintiff, the policy will not be held to have been forfeited, since, the act of the agent being the act of defendant, strict payment of premiums was waived. The stipulation in a mutual benefit insurance policy that the local secretary should be the agent of insured in the remittance of past due premiums is invalid, as creating inconsistent duties.—United States Benev. Soc. v. Watson (Ind. A. C.): 84 Northeastern Reporter, 29.

FIRE INSURANCE.

AWNINGS ATTACHED TO BUILDING. The form attached to the policy covered "awnings attached to said building." The policy provided that "this company shall not be liable for loss to awnings * * held on storage or for repairs." It was agreed that the awnings, for the loss of which insured asserted a right to a recovery, were attached to the insured building during the summer; that on October 1, the insured removed the awnings from the outside of the building and stored them in the cellar where they were destroyed by fire. It was also agreed that the awnings would not have been destroyed or damaged by the fire if they had been fastened to the windows. *Held*, That the fact that during the winter, when the sun is a benefit to the premises, the awnings are removed from the windows and stored in the building, to be again used in the summer, does not deprive them of the character of awnings attached to the building. They are still awnings used for this particular building. A printed clause of the policy, which provides that the company is not liable for loss to "awnings held on storage or for repairs," does not exclude these awnings from the policy. This clause draws a distinction between property that is in use as a part of the building or its furnishing and property which is not used in the building, but is held there on storage, or for repair. These awnings were not "held on storage," but for use in the building during the time of the year when the use of awnings was desirable.—Wicks v. London & Lancashire Fire Ins. Co. (N. Y. S. C. App. Div.): 111 New York Supplement, 63.

RETURN OF UNEARNED PREMIUM. Where a contract of fire insurance was entire, and the risk had attached, the premium was not apportionable, and the company was not required to tender any part of the premium upon claiming a forfeiture.—Home Ins. Co. v. Myers (Ky. C. A.): 111 Southwestern Reporter, 289.

UNCONDITIONAL AND SOLE OWNERSHIP. The policy contained a clause providing it should be void if the interest of the insured in the property covered was other than unconditional and sole ownership. At the date of the policy there was an outstanding mortgage on the real property originally given to secure a note of \$7,000, for part of the purchase price of the realty, on which note there was an unpaid balance of \$3,500. It is contended the

existence of this mortgage was a breach of the clause recited, and rendered the policy void. No inquiries by the company or representations by plaintiff were shown to have been made about the title when the insurance was applied for, nor are mortgages or incumbrances mentioned in the policy. *Held*, That, notwithstanding the outstanding mortgage, the insured sustained the whole loss. It is bound to pay the balance of the debt secured by the mortgage notwithstanding the destruction of the property, and inasmuch as it held a deed conveying a title in fee simple to the ground and was in possession as owner when the fire occurred, its interest was not other than sole and unconditional ownership, though, perchance it might lose its title by foreclosure of the mortgage.

The policy provided that it should be null and void if there was not, at the time it was issued, or if afterwards there should cease to be, other fire insurance in the L. company for an amount not less than three times the amount of the defendant company's policy in form concurrent with said policy and on the identical property covered by it. *Held*, That the purpose of the covenant will be fulfilled if the property covered by the two policies, though described differently, is the same, so there can be an apportionment of the damages between the two companies if a fire happens.—*Standard Leather Co. v. Mercantile Town Mut. Ins. Co. (St. Louis C. A.)*: 111 *Southwestern Reporter*, 631.

CHANGE IN OWNERSHIP. The policies were issued December 24, 1903, to the plaintiffs, who were the owners of the insured goods under a partnership agreement. Thereafter the plaintiffs and another drew up articles of incorporation for the conduct of the business as a corporation. A certificate of incorporation was issued by the Secretary of State, June 16, 1904. Policies issued prior to June 16, 1904, were issued in the name of the partnership. After that date all policies were issued in the name of the corporation. Proofs of loss under the policy in suit were waived but such proofs under other policies were made by one of the plaintiffs in which he stated, under oath, that the property destroyed was owned by the corporation. Some delay in consummating the transfer of the stock was occasioned by failure to agree upon the terms upon which the partners were to receive stock in the corporation, and a formal transfer was not made until after the fire. No stock had been delivered to any member of the corporation before the fire and no payments were made by any one in contemplation of receiving stock later on. *Held*, That the mere organization of the corporation did not vest title to the partnership property. Some action was necessary on the part of the partners in divesting themselves of title and on behalf of the corporation in receiving title. The most that can be gathered from the evidence as to transfer is that one was contemplated.—*Reuttell et al. v. Greenwich Ins. Co. (N. D. S. C.)*: 113 *Northwestern Reporter* (December 24, 1907), 1029.

PROOFS OF LOSS—WAIVER—PLEADING. A complaint on a fire insurance policy, alleged generally that plaintiff had fulfilled all the

conditions of the policy on his part, and that 60 days and more before the commencement of the action plaintiff served upon defendant, as the proofs of loss, the complete inventory of the property destroyed and injured, the quantity and cost of each article and the amount claimed thereon, that it was retained by defendant without objection, and that no further proof was required or furnished. The policy required the furnishing of formal verified proofs of loss within 60 days after the fire, stating the time and origin of the fire, and other matters. *Held*, That the complaint was sufficient to enable plaintiff to avail himself of the waiver if proven, notwithstanding the fact that the word "waiver" was not found in the pleadings. The policy provided that, if a fire occurred, the insured should give immediate notice of any loss to the company in writing, make a complete inventory of the property lost or damaged, stating the quantity and cost of each article and the amount claimed thereon, within 60 days after the fire, and signed and sworn to by the insured, stating the time and origin of the fire and other matters not material to this appeal. The insured furnished a complete inventory of the property damaged or destroyed and the amount claimed on account of each article, which aggregated \$242, but was not signed or sworn to by the insured. It was directed to the defendant at its New York office and received by it shortly after the fire. The defendant sent an adjuster with this inventory to the plaintiff's dwelling, who, with the aid of the inventory, examined the several articles of property and the condition of the same, and entered upon negotiations with the plaintiff for a settlement of the claim. The parties failed to agree upon the amount of the loss, but the adjuster offered to pay \$38 in settlement, which was refused by the plaintiff. *Held*, That the company waived the furnishing of the formal proofs of loss provided for by the policy.—*Glazer v. Home Ins. Co. (N. Y. C. A.)*: 82 North-eastern Reporter, 727.

BY-LAWS—PROHIBITED FIRES—ESTOPPEL. The by-laws of the association provided that the association should not be liable for any loss "resulting from any open fire, built by the insured, or with his knowledge or consent, within fifty feet from any insured building." The plaintiff's buildings were destroyed by fire, caused by a spark from a bonfire which the plaintiffs ignited to burn up rubbish and which fire was forty feet distant from the barn. Section 10 of the by-laws provided: "In case of loss by fire or lightning the loser shall give notice to the secretary and director of the subordinate grange and said director shall notify the directors of two adjoining granges within five days, whereupon the said directors shall proceed to examine the loss or damage and to adjust the same. In case the parties can not agree, then said directors shall notify the president, who shall call the board of directors together to adjust the same, and their decision shall be final." Three of the defendant's board of directors went to the place of the fire for the purpose of adjusting the loss. They found that the fire was set within 50 feet of the barn, and told insured

that they could not adjust the loss, but would make out proofs of loss so they could be presented to the board of directors. Proofs of loss were made and verified by insured and by him sent by mail to the secretary of the company. Thereafter a meeting of the board of directors was called, and one of the directors wrote to the insured, informing him of the date of the meeting and stating that the directors desired him to be present. Insured went 40 miles to Oswego, the place of the meeting, paying his fare both ways, attending the meeting, was examined as to the loss, and told that he could be excused. No formal action in relation to the adjustment of the loss by the board of directors appears to have been taken. Nothing further was done and this action to recover the loss was commenced. *Held*, That the company was not estopped to claim a forfeiture of the policy.—*Draper et al. v. Oswego County Fire Relief Ass'n (N. Y. C. A.)*: 82 North-eastern Reporter, (December 27, 1907), 755.

MEASURE OF DAMAGE—INVENTORIES. In an action on a fire policy covering a stock of merchandise, plaintiff's inventories for previous years, admitted in evidence, on which to base an estimate of the quantity and value of the goods damaged and destroyed, are not conclusive on the insured, though they constitute admissions and are entitled to such weight as the jury in their judgment may determine. Where, in an action on a fire policy, the only issue was the measure of recovery, the court, in overruling a challenge to a juror who had formed an opinion as to the right of insured to recover, but not as to the amount which he should recover, acted within its sound discretion, and the Supreme Court will not interfere.—*Furlong et al. v. American Central Fire Ins. Co. (Iowa S. C.)*: 113 Northwestern Reporter, 1087.

VALUE OF GOODS. A partner in a firm owning a stock of merchandise covered by a fire policy is competent, in an action on the policy, to testify as to the quantity and value of goods damaged and destroyed by a fire, and the fact that the basis of his computation consisted of an inventory of the stock as it had existed before the fire, including the cost price of the goods which could be distinguished, and restoring from his recollection the quantity and value of goods totally destroyed, only affected the weight of the evidence. Insured, in a fire policy covering a stock of merchandise, made an inventory of the stock as it existed before the fire, including at cost price all the goods which could be distinguished, and restoring from recollection the quantity and value of goods totally destroyed. An adjuster of the insurer selected persons to make an inventory, and they proceeded to do so by adopting the estimates of the insured. *Held*, That the inventory made by such persons represented the evidence of competent witnesses as to the quantity and value of goods damaged and destroyed, since it was open to them to obtain as they saw fit, information of the cost and quantity of the goods. In an action on a fire policy covering a stock of merchandise, a computation of the loss based on

insured's annual inventories for 15 years and his books of account, though competent, was not conclusive on the jury, and did not deprive them of the right to base their judgment of values on testimony supported by inventories taken after the fire, especially where the annual inventories were made while the business was running and simply to estimate profits, and where the fire occurred just before the holiday season. In an action on a fire policy, an inventory of the goods taken after the fire, which formed the foundation for the testimony of the witnesses making the inventory as to the quantity and value of the goods damaged and destroyed, was admissible as a portion of the testimony, though the inventory was made from recollection of the witnesses who testified that the inventory was correct. A fire policy, describing the property insured as "stock of merchandise consisting * * * of dry goods, notions * * * and all such other goods as is usually kept for sale in a dry goods store," covers patterns and pictures constituting a part of the stock of goods, though the policy stipulates that the insurer shall not be liable for loss of patterns and pictures; the specific description controlling the general provision.—*Furlong et al. v. North British & Mercantile Ins. Co. (Iowa S. C.): 113 Northwestern Reporter, 1084.*

APPLICATION. Where a written application for insurance is made upon a blank form which provides that no liability will attach until the application is accepted and approved at the home office of the company, and the application, together with the premium, is delivered to a soliciting agent of the company, who has no authority to make a contract on behalf of the company, and a loss occurs before the application has been received at the home office or by the general agents of the company, and the general agents, having knowledge of the loss, refuse for that reason alone to issue a policy, no contract of insurance was created and the insurance company was not liable for the loss.—*Lowe et al. v. St. Paul Fire & Marine Ins. Co. (Neb. S. C.): 114 Northwestern Reporter, 586.*

TITLE OF INSURED—KNOWLEDGE OF AGENT. In an action of a fire policy on personal property, contended by insured to have been conditionally sold by it, it was proper to permit the agent of the company to be asked if he knew who had possession of the property when the policy was issued, and to allow insured to show him that he had been told by an insurance agent, whose company canceled a policy issued on the property, and who procured the policy sued on, that the property belonged to insured, as a part of the *res gestae*, and as showing the knowledge of the agent that insured owned the property, though the vendees had possession. Where the insured contends that the property was conditionally sold to the party in possession, the title to remain in the insured until the purchase price was paid, questions asked one of the vendees: "When was the title to vest? When were you to get title? When were you to own it?" were proper, where they were

concerning the agreement, rather than asking for a conclusion as to the effect thereof. Vendor's interest in personal property conditionally sold was in no way lessened by the fact that its reserved title was supplemented by a mortgage to it on the purchaser's interest, whatever it may have been. Under the express provisions of Comp. Laws Mich., Sec. 5182, a breach of a condition of a fire policy is not a defense thereto unless a loss shall occur while such breach of condition continues, or such breach is the primary or contributory cause of the loss.—*Brunswick-Balke-Collender Co. v. Northern Assur. Co.* (Mich. S. C.): 113 North-western Reporter, 1113.

INSURANCE BY PURCHASER—INSURABLE INTEREST. The valued policy law (Laws Wash. 1899, p. 332, Ch. 145, Sec. 2), providing that when any policy of insurance shall hereafter be written or renewed insuring real property or any building erected thereon, etc., and the insured property is wholly destroyed, the amount of insurance written in the policy shall be conclusive as to the true value, etc., applies even when the interest of the insured is a limited one. *Held*, That where plaintiff had agreed to purchase a hotel, and the deed and bill of sale were in escrow, awaiting compliance with the terms, but plaintiff went into possession under a collateral agreement, and took out a policy of insurance on the building and contents in his own name, after loss by fire, he could recover the full insurance on the building without proof of the value of his special interest therein. Insured could not recover insurance on the contents which he did not actually own, in the absence of proof as to the value of his special interest therein, since the valued policy law does not apply to insurance on personal property—*Bright v. Hanover Fire Ins. Co.* (Wash. S. C.): 92 Pacific Reporter, 779.

PROOFS OF LOSS. Where a fire policy provided that no suit should be maintained thereon until insured fully complied therewith, and required proofs of loss to be made within 60 days after a fire, failure to so furnish proofs of loss precluded recovery on the policy.

Where, in an action on a fire policy, one of the defenses was failure to serve proofs of loss in time as required by the policy, and insured gave no evidence tending to show a waiver of the requirement, they were not entitled, on reversal of a judgment in their favor, to a new trial in order that they might amend the complaint by alleging a waiver.—*Davis et al. v. Northwestern Mut. Fire Ass'n* (Wash. S. C.): 92 Pacific Reporter, 881.

CANCELLATION OF POLICY. Plaintiff authorized a firm of insurance brokers to procure insurance on property in a certain amount, and the brokers obtained a policy from defendant company and notified plaintiff of the fact. Subsequently the insurance company notified the brokers of its intention to cancel the policy, which by its terms it could only do on notice. The brokers had not delivered the policy to plaintiff, nor notified it of the cancellation, when the property was burned. *Held*, That they were agents

for plaintiff for the purpose of procuring the insurance, but for that purpose only; that delivery of the policy to them was delivery to plaintiff, but that on such delivery their agency ceased, and the notice to them was ineffective to authorize the cancellation.—*Standard Leather Co. v. Northern Assur. Co. (U. S. D. C. Pa.)*: 156 Federal Reporter, 689.

BREACH OF CONTRACT—LIMITATION OF ACTION. An insurance company undertook to cancel a policy in accordance with its terms by giving notice and returning the unearned premium. The policy having been lost, a lost policy receipt was given, signed by the owner of the property and mortgagees, to whom the policy was made payable, by which they agreed that, if the policy was found, it would be surrendered. The property was burned, and the policy, having been found, was assigned by the mortgagees to a third person, who recovered thereon against the company. *Held*, That in an action by the company to recover the amount so paid out by it from one of the mortgagees, based on an alleged breach of the cancellation agreement, that such breach occurred and plaintiff's cause of action accrued at the time the policy was assigned by defendant in violation of his agreement to surrender it, and that the statute of limitations commenced to run at that time.—*Aachen & Munich Fire Ins. Co. v. Morton (U. S. C. C. A. 6th Cir.)*: 156 Federal Reporter, 654.

ADDITIONAL INSURANCE—ESTOPPEL. In an action on an insurance policy, the company answered alleging breach of condition as to additional insurance, to which plaintiff replied setting out that, at the time of the issuance of the policy sued on, the company had notice that plaintiff had applied for additional insurance, and that the application therefor had been accepted. *Held*, That a rejoinder alleging that the terms of the policy prohibited additional insurance, unless indorsed on the policy, was bad as against a demurrer, since if the facts in the replication were true, the company was estopped to rely on its failure to indorse the additional insurance on the policy. An insurance policy, providing that the agent was authorized to deal with any provision or condition which by its terms was required to be the subject of agreement indorsed thereon or added thereto, and also that additional insurance was required to be endorsed on the policy, but permitting \$1,500 other insurance, and containing the 80 per cent. clause, was issued to a policyholder who made no mention of prior insurance which he then had. Afterwards he returned the policy to the agent on the ground that he was dissatisfied with it, since he had prior insurance of more than \$1,500. The agent then changed the policy to read, "other insurance permitted," and struck out the 80 per cent. clause. *Held*, That the policy was a valid contract and properly admitted in evidence.

Where, in an action on an insurance policy, the evidence shows a lack of good faith and frank dealing on part of the insurance company and an intent not to pay the loss, the insurance company will be deemed to have waived the condition in the

policy that no suit shall be brought within 60 days after the loss insured against.—*Continental Ins. Co. v. Reynolds* (Md. C. A.): 68 *Atlantic Reporter*, 277.

CONTRACT—WHEN COMPLETE. A fire insurance policy, dated December 22, 1905, insuring plaintiff for one year from noon of that day, was delivered to him within a day or two after its date. The amount of the insurance stated in the body of the policy differed from that stated on a typewritten slip attached, which was incorrect. The slip was corrected by the company's agent on January 29, 1906, at which time plaintiff paid the premium. The agent had agreed, on December 22, 1905, to issue the policy, and had then told plaintiff he would send it to him, but that he was insured from that date. Plaintiff testified that he paid the premium on the policy for the year beginning December 22, 1905. *Held*, That the risk commenced December 22, 1905.

An iron-safe clause attached to an insurance policy required insured to take a complete inventory once each year, and that, unless one had been taken within 12 months prior to the date of the policy, an inventory should be taken within 30 days of the issuance of the policy, or it should be null and void from date, etc. *Held*, That the clause was valid, and failure to comply with the provision rendered the policy void.

Where an iron-safe clause attached to an insurance policy required that an inventory be taken within 30 days from the date of the policy or the policy should be void and no inventory was taken until 14 days after the expiration of the period allowed, it was not a substantial compliance with the provision, and the policy was not enforceable.—*Reynolds v. German-American Ins. Co.* (Md. C. A.): 68 *Atlantic Reporter*, 262.

DELIVERY OF POLICY. Where property was insured against fire in favor of the owner and a mortgagee and the mortgagee was expressly authorized to take out insurance and pay the premiums if the owner failed to do so, and a renewal policy mailed to the owner before the insurance expired was returned by him to the agent, and said policy was thereupon delivered to the agents of the mortgagee, who asked and were granted time to request the owner to pay the premiums, and the owner immediately ordered his own agent to pay, but before the order was obeyed the property burned, said policy was so far delivered and accepted (to and by the mortgagee's agents) as that the insurance company is liable to the owner thereon, although the premium was not paid before the fire.—*New v. Germania Fire Ins. Co. et al.* (Ind. A. C.): 82 *Northeastern Reporter*, 1005.

IRON-SAFE CLAUSE. Where the insured, in a fire policy stipulating that he should keep a set of books presenting a record of the business transacted, including all purchases and sales for cash and credit, kept books in which the daily sales were entered in gross at the end of each day's business, without itemizing the sales for cash and credit, insurer had the burden of proving that there

was not a substantial compliance, sufficient under the express provision of Kirby's Dig. Ark., Sec. 4375a.

Where a fire policy stipulates that invoices of purchases shall be produced by the insured when required, the failure of the insured to preserve invoices, and keep them in a fireproof safe, does not operate as a forfeiture of the policy.

In an action on a fire policy, issued before the passage of Act Ark., March 29, 1905 (Acts 1905, p. 307), it is improper to include in the judgment the attorney's fees and penalty authorized by the act.—Arkansas Mut. Fire Ins. Co. v. Stuckey (Ark. S. C.): 106 Southwestern Reporter, 203.

TERMINATION OF CONTRACT. A contract of employment of an agent of an insurance company provided for the payment of a contingent commission by the company to the agent on the profits of the business to be first computed on a designated date and at the end of each year thereafter, and reserved to either party the right to terminate the employment after giving thirty days' notice, in which event payment of compensation should be made. *Held*, That, on the termination of the employment by notice before the designated date, the computation of the commission must be made at the time of the termination.—Mississippi Home Ins. Co. v. Adams et al. (Ark. S. C.): 106 Southwestern Reporter, 209.

RIGHT TO SUE. Gen. Corp. Laws N. Y. 1892, Ch. 687, Secs. 15-16, and Stock Corp. Laws N. Y., 1892, p. 1832, Ch. 688, Sec. 30, provides that a foreign corporation to be entitled to do business in the State must file its Articles of Incorporation with, and procure a certificate from, the Secretary of State and make annual reports, and further provides that "no foreign stock corporation doing business in this state shall maintain any action in this state upon any contract made by it in this state unless prior to the making of such contract it shall have procured such certificate." The plaintiff failed to comply with the provisions of the state and on the trial of the cause it was shown that it had not procured such certificate. *Held*, That the plaintiff was not entitled to maintain the action.—South Bay Co. v. Howey (N. Y. C. A.): 83 Northeastern Reporter, 26.

AUTHORITY OF AGENT. An insurance policy on a stock of merchandise provided that it should be void "if the subject of insurance be personal property and be or become incumbered by a chattel mortgage," and that no officer, agent, or representative of the company should have power to waive any condition, unless such waiver should be written upon or attached to the policy. The insured executed a bill of sale of the property intended as a mortgage, an assignment of the policy was written thereon, to the mortgagee, and the agents of the company made an indorsement thereon, consenting that the interest of the insured, "as owner of the property covered by the policy" be assigned to the assignee. Neither indorsement showed the nature of the assignee's interest. *Held*, That such indorsement was not a consent to the incumbrance

of the property, and that it could not be varied by parol evidence showing that the agents had knowledge of the nature of the transfer and verbally consented thereto, so as to bind the company by such consent. In Code Iowa 1897, sec. 1750, which provides that "any officer, agent or representative of an insurance company doing business in this State who may solicit insurance, procure applications, issue policies, adjust losses or transact the business generally of such companies shall be held to be the agent of such insurance companies, with authority to transact all business within the scope of his employment, anything in the application, policy, contract, by-laws, or articles of incorporation of such company to the contrary notwithstanding," the phrase "scope of his employment," has a more restricted meaning than "scope of his agency," and is necessarily limited by the terms of the employment; and when, therefore, an agent is employed to make contracts for his principal only in writing, a verbal contract is beyond the scope of his employment, and is not by the statute rendered binding on the company. The plaintiff contended that the company is estopped from disputing the validity of the policy because of the acts of its adjusting agent in examining insured with reference to the bill of sale and the loss after the fire. *Held*, That the policy expressly providing that such an examination shall not be a waiver of the conditions of the insurance, the company was not estopped thereby.—*Mulrooney v. Royal Ins. Co. (U. S. C. C. Ia.)*: 157 Federal Reporter, 598.

COMPLETION OF CONTRACT. Plaintiff instructed its brokers to procure fire insurance, without limiting them in any manner. The brokers ordered insurance from a third person, who ordered from an insurance broker, who procured a policy which he sent by mail to the brokers. The policy insured the property for one year from December 10th, and was absolute and unconditional. The property was destroyed December 13th, while the policy was in the mail en route to the brokers. *Held*, That the insurance was in force at the time of the fire, since the deposit of the policy in the mail was a delivery to the brokers, who were agents for plaintiff.—*Travelers Fire Ins. Co. v. Globe Soap Co. (Ark. S. C.)*: 107 Southwestern Reporter, 386.

AUTHORITY OF AGENT. Where one who was a general agent of a fire insurance company, with authority to issue and transfer policies, after the revocation of his agency, consented to and signed the transfer of a policy to plaintiff, and plaintiff in good faith believed that he was dealing with the company's agent, and the company had not given the public such notice of the revocation as was reasonably necessary to give persons of ordinary prudence notice that the agency had terminated, and plaintiff at the time of the transfer had no notice sufficient to put a reasonably prudent man on inquiry as to the revocation, plaintiff can hold the company liable on the policy. In a suit by an assignee on a fire insurance policy transferred to him with the consent of defendant's general

agent, defendant answered that the agency was revoked before the transfer was made. Plaintiff relied upon insufficient notice of such revocation. *Held*, That while plaintiff might offer any evidence other than the agent's that the latter had continued to act for the company after his removal, the agent's verbal statements to that effect would be incompetent, although any writing received by him from the company that would throw light upon the subject would be admissible.—*Gragg v. Home Ins. Co.* (Ky. C. A.): 107 Southwestern Reporter, 321.

TIME FOR FILING PROOFS OF LOSS. The policy provided that "no suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity until after full compliance by the insured with all the foregoing requirements." Among such requirements was one that proof of loss should "be made within sixty days after the fire unless such time is extended in writing." *Held*, That a complaint on the policy does not state a cause of action which shows on its face that proof of loss was not made until six months after the fire, and alleges no extension of time nor waiver.—*San Francisco Savings Union et al. v. Western Assur. Co.* (Cal. C. C.): 157 Federal Reporter, 695.

ARBITRATION AND AWARD—PARTIES DEFENDANTS. Insured held two fire policies of unequal amounts in two companies; each company to pay the proportional share of loss, if any. After loss, insured appointed an appraiser, and the two companies appointed one person as the other appraiser, and the appraisers appointed an umpire. *Held*, That a petition to set aside the appraisers' award for fraud, against both companies jointly, did not join improper defendants; there being but a single appraisal under the two policies, and the interest of the two companies in the appraisal being the same.

Where an appraisal on behalf of several insurance companies is fraudulently made, one company innocent of the fraud is not protected by it, because the award is for the benefit of all, and vitiated by the fraud of one.

Where an action is brought in equity to cancel an award made under insurance policies issued by the joint defendants for fraud in the amount awarded, the court, on decreeing cancellation may give personal judgment against the defendants for the actual amount of the loss for which they are liable.—*Mayer v. Home Ins. Co. et al.* (N. Y. S. C. App. Div.): 108 New York Supplement, 711.

WARRANTY OF OTHER INSURANCE—REFORMATION. Plaintiff's policy being about to expire, it applied to insurance brokers, correspondents with defendant, a foreign insurance company, on blanks furnished by such brokers for a renewal. The brokers wrote plaintiff's agent for a statement of the outstanding insurance in other companies. Plaintiff's agent replied, stating that the Home Insurance Company carried \$10,000 on the risk. The application imported some change in describing the property, and a reduction

of the premium. Thereafter the brokers sent plaintiff a binding slip, notifying plaintiff that their cable code indicated it was covered under their foreign contract to the amount of \$10,000. The policy which was thereafter delivered contained a clause in small type that the amount warranted in the Home Insurance Company's policy was \$10,000. It was in fact much less. *Held*, That the policy conformed to the preliminary agreement, if any existed, and if not, the relations of the parties arose only from the policy which plaintiff accepted, and it was not entitled to reform the policy and enforce it, on the ground that the parties had agreed on a strict renewal of the old insurance on the same identical terms and conditions, and that the policy did not express the real agreement.—*Kenyon Paper Co. v. Nederlandsche Lloyds et al.* (N. Y. S. C. App. Div.): 109 New York Supplement, 311.

ARSON. The defense pleaded was that the property was destroyed by the voluntary act of the insured. In reply to this answer the plaintiff pleaded that if the fire which destroyed the insured property was started by the insured, or if said property was destroyed as a result of any act of said insured, he was at the time temporarily insane and incapable of forming any wrongful or fraudulent designs. The lower court sustained a demurrer to this reply. *Held*, That if the insured, while insane, destroyed the property, the company cannot escape liability for the loss upon this ground. Unless insured's act in destroying the property was fraudulent, voluntary or intentional, the company is bound.—*Bindell et al. v. Kenton County Assessment Fire Ins. Co.* (Ky. C. A.): 108 Southwestern Reporter, 325.

CHANGE IN INTEREST. The policy provided that it should be void in case of any change in the title, "whether by legal process or judgment or by the voluntary act of the insured or otherwise," without the company's consent. A few days prior to the fire, judgment was entered on a bond against the plaintiff for \$5,000, of which the company had no notice. This bond accompanied a mortgage which was recorded in another county and given to secure payment of purchase money for a farm. *Held*, That the entry of the judgment was not such a change of interest as was contemplated by the policy. The company was promptly notified of the fire; information was given that the loss was total; that there was concurrent insurance, the amount and the company in which it was written being stated. Receipt of notice was accepted and the matter referred to an adjuster, who arranged to take the matter up. The company did not require more specific information. *Held*, That the company is estopped to interpose as a defense the failure on the part of plaintiff to furnish formal proofs of loss. Where there has been a total loss of the building insured and the company is notified immediately, no further notice of technical proof of loss is necessary.—*Caseman v. Western Ins. Co.* (Bradford Co. C. P.): 34 Pennsylvania County Court Reports, 565.

REINSURANCE—PAYMENT BY INSURED COMPANY. The insured, under a compact of reinsurance, is not bound to pay the loss before

enforcing its claim against the reinsurer because such compact provides that losses, if any, shall be payable pro rata with, in the same manner, and upon the same terms and conditions as paid by the reinsured under the contracts reinsured; and that, in no event, shall the reinsurer be liable for an amount in excess of a ratable proportion of the sum actually paid to the insured by the reinsured under the original contracts of insurance, after deducting therefrom any and all liability of other reinsurers. Payment of the loss to the original insured is not made a prerequisite to a recovery by the reinsured on a contract of reinsurance, because the compact provides that the reinsured shall forward to the reinsurer a statement of the date and probable amount of loss or damage, and, after having adjusted, accepted proofs of, or paid such loss or damage, shall forward the proofs and a copy of the original receipt taken upon the payment of such loss.—*Allemannia Fire Ins. Co. v. Firemen's Ins. Co. of Baltimore* (U. S. S. C.): 28 Supreme Court Reporter, 544; *Advance Sheets United States Supreme Court*, 544.

WAIVER—ESTOPPEL—DEFINITION. While the terms "waiver" and "estoppel" as applied to the law of insurance contracts are usually considered as synonymous, yet there are some essential differences between them, as a waiver involves the act or conduct of one of the parties to the contract only, and is the intentional relinquishment of a known right, and does not necessarily imply that one has been misled to his prejudice, while an estoppel involves the act or conduct of both parties, and may arise where there is no intent to mislead, and also involves the misleading of one party to his prejudice.

In an action on a policy, defendant pleaded that plaintiff failed to give immediate written notice to defendant and make proper proof of loss within the time limited in the policy. Plaintiff replied that within the specified time she gave defendant a true and accurate list of the property, the value and loss thereon, and offered to furnish defendant whatever further proof thereof it might require, which list defendant carried away and kept, without making any objection to the form or insufficiency thereof, either at that time or at any time in season for her to repair the error, if any, therein, and that defendant waived the literal requirements of the policy. *Held*, That the replication sets up a waiver, rather than an estoppel, and is a sufficient confession of the defense pleaded by defendant, and an avoidance by implication, and properly put in issue whether defendant waived the requirements set up in the plea.

The company alleged that its charter contained a limitation which made it necessary for suit to be brought on the policy within one year from the date of the fire, that more than one year had elapsed after the fire before the suit was brought, and further alleged failure to give notice of the loss as required by the charter. The plaintiff alleged that on a day specified within one year after the fire, and on divers other days within the year, defendant promised plaintiff that if suit was not brought it would pay the

amount due on the policy, and that plaintiff believed and relied upon this assurance, and delayed bringing suit until the year had expired, and denied the allegation that the plaintiff failed to give notice. *Held*, That the reply did not constitute a departure, and did not traverse and confess the same allegations of the pleading, but admitted some and denied others.—*Webster v. State Mut. Fire Ins. Co.* (Vt. S. C.): 69 Atlantic Reporter, 319.

IRON-SAFE CLAUSE. The policy had attached to it the iron-safe clause, which required the insured to take an inventory, and to keep the last inventory taken before the issuance of the policy in a fireproof safe, and to deliver the same to the company for examination after a fire. The testimony adduced by the plaintiff shows that a complete inventory of his stock was taken on August 1, 1905; that the policy was dated November 1, 1905, and that the fire occurred January 8, 1906; that the inventory was destroyed by the fire; that at the trial plaintiff produced a linen-back book, in which he had set down in lump the different classes of goods he had on hand on August 1, 1905. *Held*, That the summary of the inventory entered upon the linen-back book was not sufficient to comply with the terms of the policy.—*Arkansas Ins. Co. v. Luther* (Ark. S. C.): 109 Southwestern Reporter, 1022.

SUBROGATION. The policies provided that if the company should claim that a fire was caused by the act or negligence of any person or corporation, the company should, on payment of the loss, be subrogated to the extent of such payment to the right to recover by the insured for the loss resulting therefrom, and such right should be assigned to the company on receiving such payment. The insured, to whom the policies issued on cotton were payable, had placed the cotton in the possession of a compress company to be compressed. While in the possession of the compress company the cotton was destroyed by fire resulting from sparks thrown out by the defendant railway company's locomotive. Evidence was offered tending to show that the compress company was negligent in leaving quantities of loose or uncovered cotton on the platform, and in failing to put out the fire when it was discovered. On the other hand, there was evidence tending to show that the compress company exercised due care and was not negligent. The insurance company paid the loss and received an assignment from the insured of his claim against the railway company and the compress company. The railway company contended that if it had been negligent, its negligence was imputed to the insured on the ground that the relation of principal or master and servant existed between the insured and the compress company. *Held*, That the relation between the insured and the compress company was that of bailor and bailee; and that in such relation the negligence of the bailee could not be imputed to the insured, the bailor. Where property held by a bailee is destroyed by the concurrent negligence of the bailee and a third person, the bailor may sue either or both, and neither can interpose the defense that the prior or concurrent

negligence of the other contributed to the injury.—*Sea Ins. Co. et al. v. Vicksburg S. & P. Ry. Co.* (U. S. C. C. A. 5th Cir.): 159 Federal Reporter, 676.

LIABILITY OF POLICYHOLDERS. In an action to recover upon an assessment of the policyholders of an insolvent mutual fire insurance company, made by the ex parte decree of a court having jurisdiction to wind up its affairs, the trial court found that the company was organized under the act of its incorporation, and not under an amendatory statute imposing a contingent liability upon policyholders for company losses, and that the company was not authorized to do business in this State. As a conclusion of law therefrom, the court found that the plaintiff was not entitled to recover. *Held*, Such findings of fact are sustained by the evidence, and they justify the conclusion of law. The decree is conclusive as to the necessity for and the amount of the assessment, but it is not conclusive as to the question whether the contract relations of an alleged member to the company were such as to subject him to liability for an assessment, and, further, that it did not deprive a member of any defense going to show that he was not liable to be assessed for the losses of the company.—*Swing v. Red River Lumber Co.* (Minn. S. C.): 117 Northwestern Reporter, 442.

ELECTION TO REPAIR. Under a policy of insurance the company agreed to insure the plaintiff's property against loss by fire and reserved to itself the option of either paying the loss or repairing the property. After the fire the company elected to repair. The material used in re-roofing the building was of inferior quality and it was necessary to replace this roof. Demand was made on the company to so replace the roof, and upon their refusal to do so the insured sued for damages. The defendant pleads that the clause of the policy limiting the bringing of an action to twelve months after the fire estops the plaintiff. *Held*, On demurrer, that the election of the company to repair was a new contract, superseding the contract as evidenced by the policy, and that the insured had a right of action on the new contract.—*Winston v. The Arlington Fire Ins. Co.* (Dist. Columbia C. A.): 41 Chicago Legal News, 129.

DRUMMER FLOATER INSURANCE. A "drummer floater" insurance policy is a policy that covers the goods mentioned therein, while a commercial salesman is on the road selling goods, and the samples and goods carried by him would not be covered by the ordinary insurance carried upon the merchandise located in the stores or warehouses of the merchant. When the goods are returned to the starting point and are in the store or not traveling, the drummer floater insurance is suspended, and the same goods are then covered by the general insurance which the merchant carries upon all his goods in his store or warehouse.—*Jacobson v. Liverpool L. & G. Ins. Co.* (Ill. S. C.): 135 Illinois Appellate, 20.

INSURABLE INTEREST. By an agreement the plaintiff company sold to another company all of the glass it had on hand or should

manufacture for some time to come. The seller was to have custody of the glass and was to be responsible for any loss or damage to the goods except by fire. A policy was taken out by the purchasing company on such goods held by the other company for which it might be liable. Later the officers of the two companies met and changed their agreement, making the seller liable for all damage to the goods, including damage by fire, so as to conform to the policy. *Held*, That the change preserved the insurable interest of the seller in the insured goods under the provisions of the policy and the defendant was liable for the loss.—*Burke v. Continental Ins. Co. (N. Y. S. C. App. Div.)*: 112 New York Supplement, 865.

DAMAGE BY EARTHQUAKE. The policy insuring the owner of property "against all direct loss or damage by fire except as hereinafter provided" contained a provision that the company should "not be liable for loss caused directly or indirectly by invasion, * * * or for loss or damage occasioned by or through any * * * earthquakes." *Held*, That the words "directly or indirectly" did not apply to the provision respecting earthquakes; that, construing such provision most strongly against the company, in accordance with the settled rule, and giving the words their common, ordinary meaning, the word "occasioned" was equivalent to "caused," and the phrase "by or through" was but a repetition of words meaning the same thing, so that the provision excepted only loss or damage caused directly by earthquake, and that a loss indirectly caused by the progress of a fire from a distance, although originally started by an earthquake, was not within the exemption.

The company is not exempted from liability in such case by Civ. Code Cal., Sec. 2628, which provides that, "when a peril is specially excepted in a contract of insurance, a loss which would not have occurred but for such peril is thereby excepted, although the immediate cause of the loss was a peril which was not excepted," since the peril "specially excepted" is fire directly caused by earthquake, and it was not the intention of the statute to create an exemption wider than that stipulated for by the parties.—*Williamsburgh City Fire Ins. Co. of Brooklyn v. Willard (U. S. C. C. A., 9th Cir.)*: 164 Federal Reporter, 404.

LOSS BY LIGHTNING. The policy provided for the insurance of plaintiff against fire, and her barn having thereafter been knocked down by lightning, but not burned, she sued on the policy, and alleged that it had been defendant's custom for years to pay for damage caused by lightning in such cases as well as by fire, and the custom was known to defendant and formed a part of the contract, and that since the execution of the contract defendant had levied assessments for similar losses by lightning, of which assessments plaintiff had paid her part. *Held*, That plaintiff was not entitled to recover for the damage to the property by lightning, and the alleged custom was immaterial. A prior uniform custom of an insurance company of paying damage caused by lightning which did not burn the property, though the policy

covered only loss or damage by fire, did not constitute a custom of the business or of the community which was binding on the company, but only showed that it had theretofore paid invalid claims. A policy insuring against loss or damage by fire not covering a loss caused by lightning which did not burn the building, payment of the policy by the officers for such loss would have been a misapplication of the corporation's money.—*Sleet v. Farmers' Mut. Fire Ins. Co. of Bonne County (Ky. C. A.)*: 113 Southwestern Reporter, 515.

ILLEGAL CONTRACT. Policies were issued to insured on a "stock of merchandise, consisting principally of patent medicines, drugs, paints, oils and liquors." The evidence showed that the stock consisted mostly of whiskey and beer and that most of the sales made by insured were sales of intoxicants, which were made in violation of law. The company claimed in defense to an action on the policies, that a contract of insurance protecting the insured in an unlawful business was void as an illegal contract. *Held*, That the insurance was against accident and not against loss sustained in consequence of a violation of the law, but, that if in making the contract the insured's intention was to conduct an unlawful business, then the contract would have been void on the ground that its direct effect was to protect him in this violation of the law. The presence in a drug stock of 10 barrels of beer and 70 gallons of whiskey and the fact that plaintiff occasionally made unlawful sales and had a thriving trade in whiskey and beer did not establish as a matter of law that the plaintiffs business and practices were unlawful, rendering a policy on the stock void. Whether the company has been guilty of vexatiously refusing to pay the loss, so as to entitle the insured to recover a penalty for such delay, is a question for the jury.—*Kellogg v. German American Ins. Co. (Kansas City C. A.)*: 113 Southwestern Reporter, 663.

LOSS PAYABLE TO MORTGAGEE. The plaintiff brought an action against the insurance company on the policy payable to a mortgagee as his interest "may appear," making the mortgagee a party defendant. In the complaint plaintiff alleged all the elements necessary to entitle him to recover upon the policy, and the prayer for relief, which demands judgment for \$2,000, sustains the theory that the action is brought upon the policy, as distinguished from an adjustment which the plaintiff also alleged was agreed to between the plaintiff and the defendant company for \$972.72. The mortgagee filed an answer disclaiming all knowledge of the alleged adjustment; and alleging that if such adjustment was agreed to it was without his knowledge or consent. The company filed motion to require the plaintiff and the mortgagee to elect whether they will rely upon the policy or upon the alleged adjustment set forth in the complaint. *Held*, That the adjustment having been made without the knowledge or consent of the mortgagee he was not bound thereby, and that the allegation of the complaint shows that the cause of action arose out of the policy and the fact that recovery on the policy might be for a less or greater sum than

upon the adjustment is immaterial.—*Leslie v. Firemen's Ins. Co. et al.* (N. Y. S. C., Sp. Tr.): 112 New York Supplement, 496.

INCUMBRANCE. Where the insured mortgages insured property in violation of the provision of the policy against incumbrances, he forfeits his right to recover, and the company, having no knowledge of the forfeiture until after loss occurs, does not waive the forfeiture by failure to return the premium before the suit is brought on the policy.—*Capital Fire Ins. Co. v. Shearwood* (Ark. S. C.): 112 Southwestern Reporter, 878.

AMBIGUITY—INTERPRETATION. Where a policy of insurance is so drawn as to be ambiguous or require interpretation, that interpretation will be adopted which is most favorable to the insured, but if the terms are clear and unambiguous, they are to be taken and construed in their plain and ordinary sense. Where a policy insuring an automobile provided that the policy should not cover loss or damage caused by fire originating "within" the vehicle, the word "within" was used as the antithesis of "extrinsic" or "without," and not as a synonym of "interior," so the policy did not cover loss by fire resulting from the explosion of gasoline, which, after an accident to the automobile, flowed from its gasoline tank and covered the surface of certain water in a ditch, and was thereafter ignited from fire burning in an oil lamp on the automobile.—*Preston v. Aetna Ins. Co.* (N. Y. C. A.): 85 Northeastern Reporter, 1006.

FIRE-PROOF-SAFE CLAUSE. The policy provided "that the assured shall take an inventory of the stock hereby covered at least once a year during the life of this policy, and shall keep books of account, correctly detailing all purchases and sales of said stock, and shall keep said inventory and books securely locked in a fireproof safe, or in some place secure against fire in another building during the hours said store is not open for business, and in case of loss the assured agrees and covenants to produce such books and inventory, and in the event of failure to produce the same, or any of them on demand, or failure to comply with any one of the above conditions, this policy shall be null and void, and no suit or action at law shall be maintained thereon for such loss." *Held*, That the provisions for taking an inventory and keeping it with the books of account of purchases and sales should be construed conjointly; that the purpose of the requirement to keep the inventory and books of account in a fireproof safe was to enable the parties to estimate the damage in case of loss, and the books of account would furnish no aid unaccompanied by the inventory, and therefore there was no default on the part of the assured in not keeping his books of account in a fireproof safe until the expiration of the time within which to take the inventory.

Forfeitures are looked upon by the courts with ill favor, and will be enforced only when the strict letter of the contract requires it, and this rule applies with full force to policies of insurance. Where a contract is susceptible to two constructions, one of which will work a forfeiture and the other will not, that con-

struction should be adopted which will prevent the forfeiture and preserve the rights of the parties.—*Hamann et al. v. Nebraska Underwriters' Ins. Co. (Neb. S. C.)*: 118 *Northwestern Reporter*, 65.

WAIVER. The policy required that proof of loss be filed within sixty days after fire, as a condition precedent to maintaining an action thereon. Insured failed to make proof of loss and claimed waiver on account of the conduct and conversations of the company's adjuster. *Held*, That the evidence was not sufficient to establish waiver.—*Stoebe v. Hanover Fire Ins. Co. (N. Y. S. C., App. Div.)*: 112 *New York Supplement*, 553.

PROOFS OF LOSS. Where a fire policy contained a provision that in case of loss insured should forthwith render to the company a sworn statement in writing as to value of the property insured, his interest therein, other insurance thereon, the use made of the building, and the origin of the fire so far as known, compliance therewith is a condition precedent to the insurer's liability. Under such a provision the statement is to be sent as soon as due diligence will enable insured to send it; and if there is no dispute as to the facts, what is due diligence is a question of law, but if the evidence is conflicting the question is for the jury. The facts are in dispute, within the meaning of the rule, when by reason of their complexity, or because they do not upon their face require as matter of law an answer one way or the other as to due diligence, the question must be decided by drawing an inference of fact from the primary facts shown. Under a clause requiring insured forthwith, in case of loss, to forward a sworn statement to the company, insured was not required to prepare and furnish proof of loss, but to give the particulars required, so far as known to himself, and he could take a few days, if necessary, to inform himself; but he was not required to lay aside other work and render the statement before doing anything else, so long as he did not unnecessarily postpone the statement to other duties.

The burden of proof was upon insured to show that he exercised due diligence in rendering the statement. The plaintiff, who was a banker and on duty every day in the bank, held the legal title to the property insured, and another held possession. The plaintiff did not hear of the fire until the next day, and instructed the man in possession to prepare the proofs of loss. This man was ill in bed at the time, and the proofs of loss were not completed until two weeks after the fire. They were then delivered to the agent who wrote the insurance, and he returned them, saying he was not authorized to accept them. New proofs were made and given to the defendant, one twenty-one and one twenty-six days after the fire. *Held*, That these facts were sufficient to show due diligence, as required by the policy.

Evidence that insured, after a fire, but before he learned of it, stated that a policy had been canceled and that no liability attached to the company, shows his consent to the cancellation of the policy before the loss, and precludes his recovery thereon.—

Smith v. Scottish Union & Natl. Ins. Co.; Same v. Boston Ins. Co.; Same v. Agricultural Ins. Co. (Mass. S. J. C.): 85 Northeastern Reporter, 841.

CANCELLATION. The plaintiff was solicited by the bank, to whom he was mortgaging his property, that he allow a certain person write the insurance which the mortgage required. The plaintiff agreed to this, and the person named by the bank obtained the policies through an agent of the defendant and turned them over to the bank. When the mortgage was paid, plaintiff obtained the policies. After two of the insured buildings were burned, the agent of the companies wrote the agent named by the bank, returning the premiums and canceling the policies, and requesting that he have insured sign an inclosed receipt for the return premium. This was done on the Sunday following the receipt, but upon insured finding that ten days' notice was necessary to cancellation, he repudiated his act and returned the premium to the agent who gave it to him. *Held*, That under these conditions the agent named by the bank must be considered as the agent of the insuring company, and what he did in respect to the cancellation was as agent of the company and not of the insured, and such a cancellation was void.—Horn v. Dorchester Mut. Fire Ins. Co.; Same v. Middlesex Mut. Fire Ins. Co.; Same v. Traders & Mechanics' Mut. Fire Ins. Co. (Mass. S. J. C.): 85 Northeastern Reporter, 853.

CONTRACT—WHEN NOT COMPLETE. In the month of July the defendant company issued its policy to the plaintiff and forwarded the same to him with a bill for the premium. Upon receipt of the policy the plaintiff returned the same to the company, with the statement that he had never applied for a policy with the defendant. The policy was again sent by the defendant to the insured together with a letter in which the defendant stated that it held the written application of the plaintiff for the policy; that the company was in good financial condition; and that it was hoped that plaintiff would reconsider and accept the policy. The plaintiff again returned the policy to the company together with a letter in which he stated that he had overlooked the fact of having made an application to the defendant, and that he had his stock insured to its full insurable value in other companies. The defendant again returned the policy to the plaintiff together with a letter in which it stated that as he had retained the policy for nearly a month it was unfair for him to repudiate the contract, and that it would not permit the policy to be canceled unless the plaintiff paid the premium called for; and requested the plaintiff to send his check for the premium. The policy with this last letter was received by the plaintiff twenty-four hours after the loss occurred. The plaintiff immediately forwarded his check for the premium and, on the next day, forwarded notice of a loss. The receipt of the check was duly acknowledged by the company, but before it had any intimation or notice that a fire had occurred. *Held*, That the

contract with the defendant company had not been completed prior to the loss. Where insured applied for fire insurance, not intending to accept the policy if he could obtain a satisfactory one in another company, and there was no meeting of minds between him and the company as to the amount of the premium, as to the length of the term of insurance, or as to the amount of concurrent insurance allowable, he could not, by accepting delivery of the policy after the property was burned, the company not knowing of the fire, bind the company for the loss.—*Nordnes v. Mutual Cash Guaranty Fire Ins. Co.* (S. D. S. C.): 114 Northwestern Reporter, 1092.

CANCELLATION—STATUTES Plaintiff's agent was authorized to carry a certain amount of insurance, and, on finding that he was carrying more than that amount, returned the policy to the insurance agents and indorsed on the binding slip of the company, "Mark this off." The agents wrote in reply that they would not mark the policy off, but would cancel it at short rates and charge the agent for the earned premium. Shortly thereafter there was a fire, and plaintiff claimed that the policy was then in force, and that his agent's request was not an absolute request for cancellation, but merely a request to treat it as if it had never been issued, so that plaintiff would not have to pay premiums thereon, thus making it a conditional request. Insurance Law, Laws N. Y. 1892, p. 1930, c. 690, requires insurance companies to cancel any policy upon the request of insured, and return to him the amount of the premium paid, less the short-rate premium for the expired time. *Held*, That the insurance agents having so interpreted the request by their refusal to mark off the policy without paying the short-rate premium, the rejection of the conditional request for cancellation left the policy in force at the time of the fire.

Under the insurance law, Laws N. Y. 1892, p. 1930, c. 690, requiring insurance companies to cancel policies upon request of the insured, and return to him the amount of premium paid, less the short-rate premium for the expired time, a request to mark the policy from the books, without paying the short-rate premium is different from one to cancel the policy under the terms of the contract and as provided by the statute, as in the first case the company can accept or reject the request to mark off, but in the latter case the request cancels the contract *ipso facto*.

Though plaintiff only authorized an insurance broker to insure property for a certain amount, where the broker overinsured the property and thereafter applied to the company to mark off the policy without charging a premium for the expired part of the term, which the company refused, so that the full policy was in force when the property was destroyed, plaintiff could thereafter ratify the broker's act.—*Boutwell v. Globe & Rutgers Fire Ins. Co.* (N. Y. C. A.): 85 Northeastern Reporter, 1087.

CHANGE IN INTEREST—FORFEITURE. One owning a laundry business conducted under the name of a company as a trade name,

insured the property, the policy providing that it should be void if there was any change in the interest, title or possession of the property, and thereafter sold the business to others, who continued it under the same name, the policy not being transferred to them, and the insurer having no notice of the sale. *Held*, That the sale forfeited the policy, the contract being personal with the owner. A fire insurance policy is a personal contract for the indemnity of insured, and does not follow the property on its sale, in the absence of an agreement for the transfer of the policy. Where the agent knew that some changes had been made in the insured property, but did not know whether they were changes in interest or physical changes in its operation, and was then trying to cancel the policy, he did not assent to any change in ownership. A broker who effects insurance without being employed by the company, but for a commission upon the premium secured for such risks as the company chooses to accept, is not an agent of the company so that notice to him would bind the company, and hence notice of the transfer of insured property to brokers who effected the insurance and divided the commissions with the company's agent would not bind the company.—*American Steam Laundry Co. v. Hamburg-Bremen Fire Ins. Co.* (Tenn. S. C.): 113 Southwestern Reporter, 394.

CONTRACT FOR SALE. G entered into a contract for the sale of certain property with Q. The contract for sale provided that Q should keep the buildings upon the lands contracted for "insured against loss and damage by fire, and assign the policy and certificates thereof" to G. The insured premises were in possession of and occupied by Q and her family, and it was known to the agent of the company that G had an interest therein. Pursuant to the terms of the contract, Q procured policies of insurance each of which contained the clause "loss if any, payable to G as his contract interest may appear." The policies were applied for by the husband of Q and by mistake of the agent the name of the husband was inserted in the policy as the owner. Subsequent to the loss G died and the complainant was appointed administrator of his estate. The company, with full knowledge of all the facts, retained the premium. *Held*, That the company is estopped to deny its liability to G. under the policy.—*Quackenbush et al. v. Citizens' Ins. Co.* (Mich. S. C.): 114 Northwestern, Reporter, 388.

LOSS OCCASIONED BY OR THROUGH EARTHQUAKE. The policy insured against all direct loss or damage by fire except such loss or damage by fire as might be "occasioned by or through any earthquake." The insured property was destroyed by fire following the San Francisco earthquake. The court instructed the jury as follows: "If from the evidence you are satisfied that the earthquake started a fire in some other building in that vicinity than that owned by plaintiff, and that the fire thus started spread to and reached and destroyed plaintiff's building, then and in that case you must find against the plaintiff and in favor of the defendant.

A fire thus started in another building, and spreading to and reaching and destroying the plaintiff's building, would be a fire occasioned by or through an earthquake within the meaning of the policy, for loss by reason of which the company cannot be held responsible. While it is for the defendant to prove that the destruction of plaintiff's property by fire was occasioned by or through an earthquake, nevertheless, in order that you may find a verdict in favor of defendant company, it is not necessary that said company should have shown that plaintiff's loss could not possibly have occurred from any other cause than from earthquake. If, taking the testimony as a whole, it has been shown to your satisfaction that the fire, and plaintiff's loss and damage by fire, were occasioned by or through the earthquake, and no other probable cause for the fire which destroyed plaintiff's property has been satisfactorily shown, you should find a verdict in favor of the defendant."—*Henry Hilp Tailoring Co. v. Williamsburgh City Fire Ins. Co.* (U. S. C. C. Cal.): 157 Federal Reporter, 285.

LOSS OCCASIONED BY OR THROUGH EARTHQUAKE. The policy provided that the company should not be liable "for loss or damage occasioned by or through any * * * earthquake." The insured property was destroyed by fire following the San Francisco earthquake. *Held*, That the policy being primarily insurance against loss by fire, the contention of the plaintiff that the exception in the policy which mentions the loss of property by earthquake as an excepted risk was intended to apply to loss by earthquake and not to loss from fire caused by earthquake is untenable. The policy cannot be distorted into any other than a fire insurance contract without departing from well known rules of construction. A fire insurance policy provided that the company should "not be liable for loss caused, directly or indirectly, by invasion, * * * or by order of any civil authority, or for loss or damage occasioned by or through * * * earthquake." *Held*, That the words "directly or indirectly" did not apply to the provision respecting earthquake; that, construing such provision most strongly against the company, in accordance with the established rule, the word "occasioned" was equivalent to "caused," and related to the origin of the fire; and the provision exempted the company from liability for a loss only where an earthquake was the immediate, direct, and proximate cause of the fire which destroyed the property.—*Baker et al. v. Williamsburgh Fire Ins. Co.* (U. S. C. C. Cal.): 157 Federal Reporter, 280.

CO-INSURANCE CLAUSE. The defendant issued its policy of insurance for \$1,500 on the building in Shreveport, known as the "Simon Building." It was partially destroyed by fire. The policy contained the following clause: "It is a part of the consideration of this policy, and the basis upon which the rate of premium is fixed, that the assured shall maintain insurance on each item of property insured by this policy of not less than 75 per cent. of the actual cash value thereof, and that failing so to do, the assured shall

be an insurer to the extent of such deficit and in that event shall bear his, her, or their portion of the loss." The assured obtained other insurance on the building, but fell short of obtaining insurance up to 75 per cent. of the building to the amount of several thousand dollars. On being sued, the defendant company claimed the benefit of the co-insurance clause contained in the policy. Plaintiff resisted this claim on the ground that the clause seeking to make him a co-insurer as declared therein was violative of the provisions of Act La., No. 135, p. 209, of 1900, known as the "Valued Policy Statute." This position was sustained by the court, and judgment was rendered accordingly. On appeal to the Court of Appeals that judgment was affirmed, and the case was then brought to the Supreme Court for review. *Held*, That the stipulation in the policy as to the assured becoming a co-insurer with the company in a certain contingency to the extent and under the conditions stated is not against public policy. It is not prohibited by law, and a prohibition should not be read into the law by construction. Liberty of contract is the rule, and limitations and restrictions the exceptions.—*Simon et al. v. Queen Ins. Co. of America* (La. S. C.): 45 Southern Reporter, 396.

BREACH OF CONDITIONS—FORFEITURE. The evidence clearly disclosed that the contract had been avoided: (a) Because, contrary to the warranty contained in the policy, the insured took other insurance, which was in force at the time of the fire; (b) because the insured failed to keep an inventory, or to keep books which showed the status of his business, in violation of the warranty known as the "iron-safe clause"; (c) because the brief of evidence discloses that the insured did not own the land (on which the house which was insured was built) in fee simple, as he had represented. *Held*, That the trial court properly awarded a non-suit in favor of the company. The contract being entire and the premium payable in a gross sum, and it being agreed that the contract as a whole should be void upon the violation of certain conditions contained in it, the policy (if not voided for other reasons), when avoided as to the buildings, likewise became void as to the stock of goods therein.—*Johnson v. Sun Fire Ins. Co.* (Ga. C. A.): 60 South-eastern Reporter, 118.

KEEPING FIREWORKS—CUSTOM—QUESTION FOR JURY. The plaintiff insured with the defendant company "his stock of merchandise, consisting of dry goods, provisions, groceries, notions, and other merchandise, not more hazardous, such as usually kept for sale in such stores." By a provision of the policy it was to be voided if fireworks were allowed in the above premises. There was evidence that early in December, shortly after the issuance of the policy, a lot of fireworks, which had been ordered, but had not been received prior to that time, were stored in the storehouse in question and sold during the Christmas holidays by the plaintiff in error. In rebuttal of this proof the plaintiff introduced evidence showing that it was customary for such stores to contain fireworks at that

period of the year. *Held*, That the question as to whether fireworks were or were not more hazardous than the articles specified in the policy, as well as that as to whether the written description covered fireworks and whether they were excepted by reason of the fact that the company, at the time of the issuance of the policy, was aware of a general custom paramount to the stipulation of the contract, should each have been submitted to the jury.

The policy provided that "in case of failure of the assured to keep * * * a fireproof safe, or in case of failure on the part of the assured to keep such books securely locked in such safe, then this policy shall be null and void, and no suit or action thereon shall be maintained." The evidence disclosed that the books of insured were not kept in an iron safe, nor contained in it at the time of the fire. *Held*, That here was a breach of the personal warranty of the insured and a non-suit was properly ordered.—*Powell v. Commonwealth Ins. Co. (Ga. C. A.)*: 60 *Southeastern Reporter*, 120.

VALIDITY OF POLICY. An insurance policy covering the furniture in a bawdy house is not void as against public policy, in the absence of a stipulation to that effect, since the contract of insurance was not necessary to the welfare of the house, and in no way promoted the unlawful business.—*Conithan v. Royal Ins. Co. (Miss. S. C.)*: 45 *Southern Reporter*, 361.

WHEN NOT COMPLETE. In an action upon an alleged insurance contract, plaintiff introduced evidence that defendant's agents sent to plaintiff a claim for the payment of the premium for the alleged insurance as follows: "Martha J. Shoemaker to Crutcher & Welsh [defendant's agents]. To insurance premium advanced on policy No. — of Commercial Union Assurance Company, held as collateral to loan No. 038701, * * * \$14.40. If this amount is promptly remitted the policy will be filed with the receivers of the Lombard Investment Company for the benefit of the present owner of the mortgage. If not paid, the receivers will call on the mortgage holder for payment, and this amount will be held by him as a lien against the property. *Held*, Insufficient to establish the consummation of an insurance contract.

Plaintiff, a mortgagor, agreed to maintain insurance upon the mortgaged dwelling house for the benefit of the mortgagee. Upon the expiration of an insurance policy the receivers of the mortgagee demanded the payment of a premium for the reinsurance of the property, and agents of the defendant company made the demand set forth in the preceding paragraph, and defendant introduced evidence that he had paid the premium to an agent of the receivers, but who is not shown to be the agent of the defendant company. It was not shown that the premium paid ever reached the defendant or its agents, or that the plaintiff was directed to pay. *Held*, That the defendant was not bound.—*Shoemaker v. Commercial Union Assur. Co. (Neb. S. C.)*: 114 *Northwestern Reporter*, 1105.

ASSIGNMENT—CONSENT OF AGENT. The policy provided that it should be void in case of sale of the property without the consent of the company endorsed in writing thereon. After the policy was issued the insured property was sold. The testimony showed that the agent of the company was informed of the proposed sale, and later of the sale, of the insured property and promised, as agent, to give the written consent of the company to the assignment of the policy and that afterwards such agent did make out, sign and deliver to the purchaser a writing consenting on behalf of the company that the policy might be assigned to the plaintiff. At the time this writing was executed by the agent the policy was in the vault of a bank and its absence caused the agent to give the consent to the company to the assignment by a separate writing instead of entering it upon the policy. *Held*, That the act of the agent in consenting to the transfer and assignment of the policy was binding on the company. About a year intervened between the transfer of the policy and the fire and no objection was ever made by the agent of the company or by the company, to the manner of the assignment. During all this time the company retained the premium paid on the policy and has never returned or offered to return any part of the premium to the insured. *Held*, That by retaining the premium after knowledge of cause for forfeiture the company waived its right to insist that the assignment was not made in the form required by the policy.—*Home Ins. Co. v. Myers* (Ky. C. A.): 107 Southwestern Reporter, 719.

PAROL AGREEMENT. Where an insurance policy and the premium note given therefor provide for forfeiture of the policy on non-payment of an installment of the premium, evidence of a statement by the agent who issued the policy that he would take care of it and not allow it to become forfeited is inadmissible; such statement not being made in the course of his employment by defendant. Statements by the agent who issued the policy that "I am attending to" the policy for you, and "If your house burns, you will get your money," are insufficient to justify insured in assuming that he would recover for a loss after he had failed to pay a premium according to his contract. Where insured, before maturity of an installment of premium received notice that on failure to pay at maturity the policy would be suspended, and after maturity a notice that because of non-payment the policy had been suspended and would remain so while the premium remained unpaid, he could not have been misled into believing that the policy was yet in force because of a previous indulgence in being allowed to pay a premium after maturity. After the destruction of the property covered by a fire policy, and after forfeiture of the policy for non-payment of premium, insured paid the amount of the premium to a clerk of the agent who had issued the policy; neither the agent nor clerk having knowledge that the property had been destroyed. *Held*, That such payment did not revive the policy.—*Johnson v. Continental Ins. Co.* (Tenn. S. C.): 107 Southwestern Reporter, 688.

DEFINITION—PROFESSION. The word "profession" in its larger meaning means occupation, if not mechanical or agricultural, or the like, to whatever one devotes one's self, the business which one professes to understand and follow. In a restricted sense it only applies to learned professions. It is also defined as a calling, vocation, known employment. The word "trade" embraces within its meaning commercial traffic, and it also has a restricted significance which applies to mechanical pursuits, but in its broad and general sense it covers and embraces all occupations and business, with the possible exception of the learned professions and those that pertain to liberal arts and the pursuit of agriculture. Art. 2337 Sayles' Ann. Civ. St. Tex. 1897 exempts from attachment, execution, and any other species of forced sale, all tools, apparatus, and books belonging to any trade or profession. *Held*, That articles used by a keeper of a restaurant, such as lunch counter, back counter, shelving, safe, stools, stove, fans, cash register, ice boxes, crockery, table ware, linen, knives, forks, kitchen utensils, etc., are within the statute exempting "tools and apparatus" belonging to any trade or profession, and the proceed of an insurance policy on such articles can not be garnisheed in the hands of an insurance company.—*Geise v. Pennsylvania Fire Ins. Co. et al.* (Tex. C. C. A.): 107 Southwestern Reporter, 555.

LLOYDS POLICY—PARTIES DEFENDANT. The policy contained the following clause: "No action shall be brought to enforce the provisions of this policy except against the manager as attorney in fact and representing all of the underwriters, and each of the underwriters hereby agree to abide the result of any suit so brought and defended, as fixing his individual responsibility hereunder." *Held*, That an action could be maintained against those named in the policy as the attorneys in fact of the underwriters.

The policy also contains the following clause: "Any action brought to enforce the provisions of this policy must be brought in the Supreme Court, county of New York, State of New York." The action was, in direct violation of this provision of the policy, brought in the Municipal Court of the City of New York. *Held*, That the constitution and statutes determine the jurisdiction which shall be exercised by the courts of the State; and, their jurisdiction having been lawfully conferred, they cannot be prevented from exercising it, when it is properly invoked, by the private contract of individuals.

Where the underwriters neither appointed appraisers under the condition of the policy, nor requested of insured that action be taken under it, they are not in a position to invoke this clause for the purpose of defeating the insured's right to maintain the action.

The fact that there was no premium paid on the policy does not preclude a recovery by the plaintiff. The defendants were not bound to deliver the policy without the payment of the premium; but, if they saw fit to do so, the validity of the policy was not im-

paired on this account.—*McLean v. Tobin et al.* (N. Y. S. C. App. Tr.): 109 New York Supplement, 926.

SERVICE OF PROCESS—STATUTE. Under Code Pub. Gen. Laws Md. art. 75, sec. 23, service of summons in an action on a fire policy on a local agent of the company was good, and equally as effective as if it had been served upon the president or one of the directors of the company, though the agent did not notify the company of the suit.

Where the declaration set forth the contract, that the property had been burned, that the loss was greater than the insurance, that insured had done all things necessary to entitle him to judgment, and that, though the time had long since passed since due notice, statement and proof of loss and demand for payment had been furnished and made, the company refused to pay, and where insured filed an affidavit that the company was justly indebted to him on the policy, which was thereto annexed, in the sum of \$1,200 over and above all discounts, the amount of the insurance, and all the proceedings were regular and in accordance with the rule day act of 1890 (Acts Md. 1890, p. 131, c. 136), governing procedure in Carroll county, the court had jurisdiction to enter a default judgment against the company for the amount of the insurance, with interest from date and costs.—*Girard F. & M. Ins. Co. v. Bankard* (Md. C. A.): 69 Atlantic Reporter, 415.

LOCATION OF RISK. A policy of insurance covered a farm barn and live stock customarily kept therein against loss by fire; the live stock being described as "therein on the farm and from lightning at large." A horse that was on the farm at the time the policy was executed was subsequently taken temporarily to another farm, in which plaintiff had no interest, and while there was destroyed by fire. *Held*, That the policy covered the horse on the farm to which he was removed.—*Lathers v. Mutual Fire Ins. Co.* (Wis. S. C.): 116 Northwestern Reporter, 8.

CONTRACT TO OBTAIN CONSENT OF COMPANY. In the case at bar the defendant conveyed his farm to the plaintiffs, and assigned to them his interest in a policy of fire insurance to the extent of the buildings insured, reserving the insurance on the personal property covered by the policy. The defendant did not deliver the deed when it was signed, but did so at his home later in the day when he received the purchase price. After the deed and assignment were signed attention was called to the necessity of having the consent of the insurance company to the assignment, and the defendant promised to send the assigned policy by mail to the local agents to obtain the assent of the insurance company. He neglected to do this, and seven days later the buildings were wholly destroyed by fire. The plaintiffs then brought a special action of assumpsit against the defendant to recover the amount of the insurance on the buildings, with interest from the date of the fire, for breach of his promise to send the policy to the agents of the insurance company for the assent necessary to the validity of

the assignment. *Held*, That the promise of the defendant to send the policy to the agents of the insurance company for its assent to the assignment was without consideration, and that the defendant was not liable for his nonperformance as a breach of contract.—*Brawn et al. v. Lyford* (Me. S. J. C.): 69 Atlantic Reporter, 544.

LLOYDS POLICY—PARTIES DEFENDANT. Where a mutual insurance agreement provided that the manager should commence and prosecute any proceeding at law in connection with any policy issued by him which he might deem proper, and might compromise, settle, or withdraw the same and appear for the subscribers in case of any proceedings at law being taken against them in connection with any policy, and in their name defend, compromise or settle the same, a member of the association was not required to institute separate actions at law against the subscribers for their pro rata share of the loss, but was entitled to sue the manager alone as representing all the subscribers, both under such provision and the equitable rule that, where the parties are numerous, and it is impracticable to bring them all before the court, service on a part to act for the others as well as themselves will be sufficient service on the whole.

Where the ultimate relief sought was a mere satisfaction of a legal demand, but such demand was to be paid out of a proper fund created or to be created by contributions made by a large number of subscribers to an underwriting agreement either then in the hands of the manager of the association or to be collected by him from the subscribers, and it might become necessary before the decree was satisfied to require the manager to perform certain personal duties with reference to the collection and disbursement of the funds of the association, equity had concurrent jurisdiction with a court of law on the theory that the equitable remedy was more adequate than that provided by law. A mutual insurance agreement provided that, if any subscriber so requests in writing, the manager shall at once discontinue further underwriting for him, and within 30 days thereafter all unexpired insurance granted for him shall be cancelled or reinsured, and he shall be paid by the committee his portion of all funds in their hands, etc. On December 13, 1904, plaintiff's secretary notified the manager of the association of plaintiff's election to withdraw from the subscribership on receiving a policy in renewal of one expiring at that time, nothing being said about other policies unexpired on property which was destroyed by fire on December 23 following. *Held*, That the notice of withdrawal did not effect a cancellation of such unexpired policies, and that they were in force at the time of the fire.—*Warfield-Pratt-Howell Co. v. Williamson et al.* (Ill. S. C.): 84 Northwestern Reporter, 706.

REFORMATION OF POLICY—MUTUAL MISTAKE—AGENCY OF BROKER. B., a duly licensed insured broker, engaged in business as such, applied to F. for the renewal of an existing fire insurance policy on a stock of liquors. F. declined to have the policy renewed. It

was agreed between B. and F. that B. should procure for F. a policy for the same amount as the existing policy, but on the furniture in F.'s restaurant. B. notified the regularly commissioned agents of the insurance company that the old policy would be renewed. A renewal policy was then written on the stock of liquors, so entered on the books of the company, and delivered to B. for delivery to F. B. did not inform the agents of the company of the agreement between him and F. The policy was delivered to F., who retained it for several months; and until after a fire had destroyed the furniture he was not aware that the policy in his possession did not cover the furniture. In an action to reform the policy, so as to make it cover the property destroyed by the fire, and to recover thereon. *Held*, That the broker was not the agent of the insurance company, for the purpose of making a contract of insurance or an agreement to insure, and that there was therefore no mutual mistake which would authorize the reformation of the contract of insurance.

An insurance broker, under the statute, is the representative of the insured, and not the agent of the insurance company, except for the purpose of collecting or securing the premiums, and an agency in fact cannot be inferred from acts and conduct entirely consistent with his position as a broker.

Rev. Laws Minn. 1905, sec. 1642, must be construed in connection with section 1716, which declares the extent of the agency of an insurance broker. It does not enlarge the authority of a broker to represent the insurance company as defined in section 1716.—*Fredman v. Consolidated F. & M. Ins. Co. (Minn. S. C.)*: 116 Northwestern, Reporter, 221.

APPRAISAL OF LOSS. The policy provided that in case of disagreement the amount of the loss should be submitted to appraisers. The evidence showed that the companies appointed an appraiser residing at P., and that the plaintiff appointed an appraiser residing at R., the city at which the loss by fire was sustained. For some reason, which is not apparent, these two appraisers failed to meet, the defendant companies contending that they received no notice of the appointment of the plaintiff's appraiser, and plaintiff contending that he had notified them. After several weeks, the plaintiff repaired the damages to the property in order to avoid the vacating of the premises by his tenant, and then brought this action. Defendants contended that the plaintiff should not have been permitted to recover in this action, because the matter should have been submitted to the appraisers to determine the amount of the loss before the action was brought. The court's instructions to the jury were to the effect that, if the failure to have the damages appraised was the fault of the plaintiff, they should find for the defendants, and, if the fault was with the defendants, they should find for the plaintiff. *Held*, That these instructions were proper, the jury found for the plaintiff, and this finding is supported by competent testimony.

The policy provided for proofs of loss within sixty days after the fire. At the time of the fire the plaintiff immediately notified the local agents of the companies, and they by wire notified the companies themselves at their home offices. Shortly after that, efforts were made upon the part of the plaintiff and representatives of the defendants to determine the amount of the loss, adjust the same, and arrive at a settlement. This they were unable to do. The defendants then appointed their appraiser, and the plaintiff appointed as hereinbefore stated. The refusal to pay in this case was not because of the absence of this statement of proof of loss, but because it was contended that the insured overestimated the amount of his loss. *Held*, That having based the refusal upon grounds other than the absence of the preliminary proof, that objection was waived.—*Hartford Fire Ins. Co. v. Hammond; Liverpool & London & Globe Ins. Co. v. same* (Colo. S. C.): 92 Pacific Reporter, 686.

OTHER INSURANCE—WAIVER. The policy prohibited the procuring of additional insurance without the consent of the company. Without the company's consent insured procured \$2,500 insurance in excess of the limit named in the policy. Immediately after the fire the defendant, with other companies, was notified and furnished with a statement of all the insurance on the property. To this notice no direct reference was made. Some ten days thereafter several adjusters representing other companies met at the plaintiff's place of business, and after taking proofs of the loss and on the basis of there being ten thousand dollars valid insurance, including the policy issued by defendant, computed the share to be paid by each company at about \$488. The adjuster for the defendant did not appear until after this negotiation had progressed for a considerable time. On his arrival he inquired what had been done, and, producing a blank form of proof of loss, asked one of the other adjusters for one of the proofs which had already been taken, from which he might fill his blank. While he was engaged in this work the other adjusters had a final interview with plaintiff, informing him that defendant's representative was preparing his proofs, and thereupon they settled with plaintiff on the theory that the policy issued by defendant was valid and would bear its proportionate share of the loss. The record does not show any conversation of the subject between the defendant's adjuster and the plaintiff, but the adjuster was informed by the representatives of other companies interested that they were settling with plaintiff on the basis of there being \$10,000 valid insurance, and that the share of each company would be \$488.64. The defendant's adjuster took these figures and carried them into the blank which he was filling out, and the plaintiff, inferring from the situation as stated to him by the other adjusters that defendant recognized its liability, settled with said other companies and accepted the sum so fixed upon from each of them in discharge of his claim. Defendant's adjuster, having filled the blank proofs of loss, did not present them to plaintiff for signature, and without explana-

tion to him left town, and the company thereafter refused to recognize any liability on its part, claiming that the policy had been avoided by reason of the unauthorized additional insurance. *Held*, That the company, having done nothing to mislead the insured into his settlement with the other companies, did not waive its right to insist on the forfeiture by reason of the additional insurance.—*Huff v. Century Fire Ins. Co.* (Iowa S. C.): 113 Northwestern Reporter, 1078.

FORFEITURE. A policy of fire insurance was issued by an insurance company to A upon two described articles of personal property. It was provided in the policy that the loss should be payable to B and C as their interests may appear. At the time the policy was issued the interest of B was as a purchase-money creditor retaining title to secure the payment of the same to one of the articles, and the interest of C was of a similar nature as to the other article. These facts were known to the company at the time the policy was issued. Subsequently to the issuance of the policy A executed and delivered to B a chattel mortgage upon his interest in the article purchased from C. The policy contained a stipulation that the same should be void "if the subject of insurance be personal property, and be or become incumbered by a chattel mortgage." *Held*, That the execution and delivery of the chattel mortgage by A to B worked a forfeiture of the policy under the stipulation against incumbering.—*Hartford Fire Ins. Co. v. Liddell Co.* (Ga. S. C.): 60 Southeastern Reporter, 104.

UNCONDITIONAL AND SOLE OWNERSHIP. Under a policy of fire insurance, conditioned that it shall be void, unless otherwise provided by agreement indorsed thereon or added thereto, if insured's interest be other than unconditional and sole ownership, or if any change other than by insured's death takes place in the interest, title or possession of the insured property, except change of occupants without increase of hazard, whether by legal process or judgment, or by voluntary act of insured, or otherwise, the insurer is not liable if either clause has been violated by the insured.

The insured will be construed to be the unconditional and sole owner, although he may have given an option, or made a conditional sale, which he cannot specifically enforce, and where the risk of loss by fire continues to be his.—*Rochester-German Ins. Co. v. Monumental Sav. Ass'n.* (Va. S. C. A.): 60 Southeastern Reporter, 93.

CHANGE IN INTEREST, TITLE OR POSSESSION—BANKRUPTCY PROCEEDINGS. A fire insurance policy contained the following stipulation: "The entire policy, unless otherwise provided by agreement herein indorsed or added hereto, shall be void * * * if the interest of the insured be other than unconditional and sole ownership * * * of if any change other than death of an assured takes place in the interest, title or possession of the subject of insurance, whether by legal process or judgment, or by voluntary act of the assured, or otherwise, or if this policy be assigned

before a loss." On February 1, 1905, the assured filed a petition in the United States District Court for the Eastern District of Kentucky in voluntary bankruptcy, and on the same day he was adjudged a bankrupt. On February 2 the stock of merchandise insured was (at Ruston, La.) destroyed by fire. On February 3 a receiver was appointed, and on February 13 the same person was appointed as trustee and qualified as such. On May 13 the District Court confirmed a composition which had been entered into between the bankrupt and his creditors. The assured thereafter sued the insurance company, pleading that the policy had become void by reason of the proceedings in bankruptcy. The court rendered judgment in favor of the plaintiff: *Held*, That the judgment is correct and is affirmed. The property insured was destroyed before either a receiver or a trustee was appointed. In the interim between the adjudication in bankruptcy and the appointment and qualification of the trustee, the title to the property with the incidents of interest and possession continued in the bankrupt. When the trustee was appointed, there was no property in existence to which the title in the trustee could vest. The trustee of a bankrupt is not obliged to accept title to the property surrendered by the bankrupt, if to do so would not benefit the creditors or would prejudice them. The creditors deemed it to their interest to make a composition with the bankrupt, and depend upon his personal obligation to them, and did so. The court confirmed the composition. The composition did away with the effect of the bankruptcy proceedings, and the assured had the right to sue on the policy with his rights intact.—*Gordon v. Mechanics, and Traders' Ins. Co. (La. S. C.)*: 45 Southern Reporter, 384.

RECEIVER. Where a contract of insurance was solicited in Pennsylvania of a citizen of that State, mailed to him from Ohio, where it was executed by the insurance company, and an acceptance of the contract was signed by him in Pennsylvania, the contract was made in Pennsylvania. The plaintiff, as trustee for the creditors of a dissolved Ohio mutual fire insurance company, brought this action against a citizen of Pennsylvania to recover an assessment decreed by the Ohio courts against him as a member of such company. The defendant's insurance, by virtue of which he became a member of said company, was first solicited of him in the State of his residence by a representative of the company, who personally visited him for that purpose. No arrangement was made with this representative, but the subsequent parts of the transaction were conducted by correspondence between the defendant at his Pennsylvania residence and the Ohio company. The company on August 6, 1888, mailed to the defendant what is called a "Lloyd binding certificate," which recited that it became upon its acceptance by said assured a mutual agreement, etc.; that it was issued temporarily and would be exchanged for the policy of the company October 1, 1888. The reason for the certificate seems to have been that the company was not yet fully authorized to issue policies. Thereafter, on September 1st, the company again mailed to defendant

an indorsement to attach to said certificate with a return portion, to be returned to itself, which recited that it had all the force and effect of, and was equally binding as, the policy of the company; that it was issued and accepted temporarily only; that it would be exchanged for the policy of the company on October 1, 1888; and contained the following clause: "And the same is hereby accepted by the undersigned, the assured therein named, G. A. Dayton." This was signed by the defendant in Pennsylvania and returned by mail to the company. October 5th the company mailed to the defendant the policy to be exchanged for the above-mentioned certificate, and requested that the defendant return said certificate, which he did by mail at his residence after there receiving the policy. *Held*, That where an Ohio insurance company made a contract in Pennsylvania without a certificate of authority from the proper officer, as required by a Pennsylvania statute making it a crime for a foreign insurance company to do business without complying with the act, and the courts of Pennsylvania refuse to enforce the contract, it will not be enforced in New York.—*Swing v. Dayton* (N. Y. S. C. App. Div.): 108 New York Supplement, 155.

IRON-SAFE CLAUSE.—INVENTORY. Where the only complaint as to an inventory required by an insurance policy to be taken of the stock of goods insured is that part of it was in Hebrew, it not being stated what portion thereof was in such language, and it not appearing from the record that any portion of the inventory was in Hebrew, such complaint is without merit. It is a sufficient compliance with the usual "iron-safe clause" of a fire policy, in respect to the keeping of books, if from the books kept by the insured, with the assistance of those who understood the system on which they were kept, the amount of purchase and the amount of sales can be ascertained, and cash transactions distinguished from those on credit. There was no merit in the general exception to the instructions given to the jury on this subject.—*Aetna Ins. Co. v. Lipsitz* (Ga. S. C.): 60 Southeastern Reporter, 531.

PAROL CONTRACT. In order to recover damages for the loss of property destroyed by fire, on the ground of the failure to carry out the terms of an oral contract for insurance, the evidence should show with reasonable definiteness that the minds of the parties met upon the subject-matter of the contract, and agreed upon its terms. Where the evidence leaves it uncertain as to whether the oral contract for insurance was one which required defendants to write the insurance in a certain company of which they were agents, or, on the other hand, left it to the agents to determine in what company it should be placed, and is likewise indefinite and uncertain with respect to the subject-matter of the contract, the risk insured against, the duration of the risk, the amount of the insurance, and the premium to be paid, no recovery can be had, and a demurrer to the evidence is properly sustained.—*Mooney et ux. v. Merriam et al.* (Kans. S. C.): 94 Pacific Reporter, 263.

REMOVAL OF GOODS. Upon the policy a rider had been attached as follows: "Permission is hereby given the assured to remove the within insured property to frame dwelling building situate east side South Main street, between Union and Maple streets in Randolph, Massachusetts. This policy to attach and cover the same in both locations during removal, in proportion as the value of each location shall bear to the value in both, and after removal shall attach and cover in new location only." There was evidence tending to show that an important part of the property had been removed and stored temporarily in another building, with a view to the subsequent removal of it to Randolph. *Held*, That the permit did not cover the goods in such building. After the fire the insured fraudulently represented to the company that the destroyed property had not been removed from the place where it was when the policy was issued, and by these representations induced the company to pay the loss. Upon the discovery of the fraud, the company brought this action to recover the money so paid. At the request of the defendant the trial court gave the following instructions: "Payment by the plaintiff to the defendant in this action is a waiver of all breaches of the insurance policy on the part of the plaintiff, and every defense which might have been made to the policy on which said payment was made except for such waiver." *Held*, That this leaves out of consideration the fact that, upon the evidence, the payment might have been procured by fraudulent representations of the defendant in regard to material matters. If it was so procured the plaintiff on discovery might avoid the effect of it, and it would not constitute a waiver.—*Palatine Ins. Co. v. Kehoe* (Mass. S. J. C.): 83 *North-eastern Reporter*, 866.

KNOWLEDGE OF AGENT—ESTOPPEL. Defendant companies issued policies of insurance on plaintiff's building, conditioned to be void if any illuminating gas or vapor be generated in the building, or if any benzine or gasoline be allowed on the premises. It was stated in the policies that they were accepted subject to those conditions, and that no representative of the companies had power to waive any provisions or conditions, except such as by the terms of the policies may be the subject of the agreement indorsed thereon or added thereto, and such waiver must be written on or attached thereto. Tenants of the building subsequently insured their stock of goods kept therein with one of defendant companies; the insurance being placed by the same agents. The agents, without plaintiff's knowledge, issued to the tenants a permit to install a device for the generation of gasoline vapor, and the same was installed without plaintiff's knowledge. The building was subsequently damaged by fire and explosion. *Held*, That the installation and use of the gasoline plant did not render plaintiff's policies void, as the knowledge of the agents, who were general agents for defendant companies, that the plant had been installed based on their consent to its installation, is the knowledge of the companies, and constitutes a waiver of the condition in the policies.

Agents furnished with blank policies signed by the president and secretary of the insurance company, with authority to fill out the same, solicit insurance, receive applications and premiums, issue, countersign, renew and cancel policies, are general agents, and may modify the contract of insurance, although it provides that no agent shall have power to waive any restrictive clauses, except where expressly authorized and in those cases to be waived by writing on or attaching the waiver to the policy. Where a permit is issued to tenants by insurance agents to do that which is forbidden in policies issued by the same agents to the landlord, it will be presumed, in spite of the testimony to the contrary of the agent actually granting the permit, that they had in mind at the time the policies issued to the landlord. A fire insurance policy provided that the company would not be liable for loss by explosion. *Held*, That, if a fire precedes an explosion and the latter is an incident of the former and caused by it, insured may recover for his entire loss; but if the explosion precedes the fire, and is not caused by it, insured can only recover for the loss by fire.

Where there is both a fire and an explosion, the question of precedence is for the jury in an action on an insurance policy.

When assured has shown the execution of the policy, the loss and amount thereof, and notice to the company, the burden is on the company to prove that the loss or a part thereof is within one of the exceptions in the policy.

A fire causing an explosion and rendering the company liable for the damage caused by the explosion under a policy excluding explosions as causes of loss must be an actual fire according to the common use of the term, and not a blaze produced by lighting a match, gas jet, or lamp.

Where a policy of insurance excludes damages caused by explosion, and the company in an action thereon proves that an explosion preceded the fire, the burden is on plaintiff to prove the extent of the damages suffered from the subsequent fire.—*German American Ins. Co. v. Hyman et al. (Colo. S. C.)*: 94 *Pacific Reporter*, 27.

SUSPENSION OF RISK. A fire insurance policy, as well as each note given for the premium, provided that if a note was not paid at maturity the whole amount of premium should be considered as earned, and the contract null and void as long as the note remained overdue and unpaid. *Held*, That the operation of the policy was suspended during the time the notes or either of them remained overdue and unpaid, and the company was relieved from liability for loss occurring during the continuance of the default. The insured contended that the agent of the company had extended the time for the payment of the balance due on the notes, and had thus waived the suspension of the risk as provided for in the policy. *Held*, That it was necessary for the insured to show, not only that such person was the agent of the company, but that the continuance of the policy in force was within the real or apparent scope of his authority. The authority to solicit insur-

ance, receive and write applications for insurance, and forward the same to the company's general agent, and to receive and deliver policies and collect premiums, would not empower him to do so. An agent with authority to solicit insurance, receive and write applications for insurance, and forward the same to the company's general agent, and to receive and deliver policies and collect premiums, has not the *prima facie* right to waive the proofs of loss. An insured, under a policy insuring horses, mules, hay, wagons, buggies, harness, and corn in a certain barn, cannot recover for damages to saddles, nor for the loss of lap robes or whips, nor for the use of a horse, nor for the loss of business and its profits—*American Ins. Co. v. Hornbarger et al.* (Ark. S. C.): 108 Southwestern Reporter, 213.

GROSS AMOUNT OF PREMIUM. The words "gross amount of premiums received," as used in the statute, providing for the levy and collection of an occupation tax on corporations, etc., and requiring every fire insurance company to annually report "the gross amount of premiums received" in the state on property located there and from persons residing there, during the preceding year, and imposing an annual tax on the gross premium receipts, and declaring that the gross premium receipts are the premium receipts reported to the commissioner on the sworn statement, etc., include sums which a fire insurance company paid for reinsurance without proof that the companies in which it reinsured had the right to claim a portion of the premium at the time the insurance was effected, and include the sums returned to policyholders on the cancellation of policies, as provided therein; the word "gross" meaning whole, entire, total, without deduction.—*Fire Ass'n. of Philadelphia v. Love* (Tex. S. C.): 108 Southwestern Reporter, 158.

LAW OF PLACE. The policy in suit was issued in Louisiana on a stock of goods and fixtures located in that State. The policy had attached to it the iron-safe clause. Under the decision of the courts of Louisiana the violation of the iron-safe clause is held to forfeit the policy, not only as to goods insured, but also as to fixtures and other property which may be covered by the policy. After loss the policy was brought into the State of Mississippi for the sole purpose of bringing suit thereon in this state. Under the decision in Mississippi the policy would be avoided as to the goods insured only, and not as to the fixtures or other property. *Held*, That the law of Louisiana must govern the right to recover on the policy.—*Aetna Ins. Co. v. Mount* (Miss. S. C.): 45 Southern Reporter, 835.

ACCOUNT WITH AGENT. Where an insured has a running account with an insurance agency with whom he settles his insurance premium accounts from time to time as called upon to do so, a policy of insurance taken out by him through the agency is not invalidated because the premiums were not paid when the policy was taken out, but insured is entitled to pay upon demand only.

Where a general agent of an insurance company employed a sub-agent as an "outside man" to solicit applications, receive premiums, and deliver policies, and he was the only man with whom the public came into contact, and, so far as the public could know, had full power to represent the company in all matters pertaining to insurance, a person who is induced by him to take insurance may, in the absence of notice to the contrary, regard him as an agent of the company, with authority to bind it, and a parol agreement by such sub-agent that insurance shall take effect immediately, is binding upon the company.—*Pelican Ins. Co. v. Schildknecht* (Ky. C. A.): 108 Southwestern Reporter, 312.

REMOVAL OF PROPERTY—PAROL AGREEMENT. Where stock insured is transferred to another place by consent of the agent, whose name appears on the company's stationery as agent, and no notice of restrictions in his authority is given the insured, and the premium paid under express agreement with the agent that the insurance shall continue, and the company keeps the money and issues a notice to insured recognizing that his policy is in force, the insurance is not affected by the removal, although no transfer of the insurance was made.—*Continental Ins. Co. v. Buchanan* (Ky. C. A.): 108 Southwestern Reporter, 355.

PROOFS OF LOSS—STATUTE. One of the stipulations in the policy was that the insured should furnish to the company, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. One of the defenses pleaded was the failure of insured to furnish such plans and specifications after demand made in accordance with this stipulation in the policy. Under Section 2592 Code Miss. 1906, any provision in the policy which conflicts with it in any way is a nullity and an insurance company is not permitted to deny that the property insured was worth at the time of the issuance of the policy the value stated in the policy; and the measure of the amount recoverable under the policy is the amount for which the property was insured. *Held*, That the failure of the insured to furnish plans and specifications was no defense to an action to recover for the loss.

Under Code Miss. 1906, sec. 2592, requiring insurance companies in case of loss to pay the full amount of the policy for which the property has been insured, and providing that no insurance company shall knowingly issue any fire insurance for an amount which exceeds the fair value of the property, a policy is valid, though the property was over-insured.—*Mississippi Home Ins. Co. v. Barron* (Miss. S. C.): 45 Southern Reporter, 875.

CHATTEL MORTGAGE—KNOWLEDGE OF AGENT. In an action arising on an insurance policy issued in the Indian Territory and pending in the United States Court of Appeals of the Indian Territory at the time of the admission of the State into the Union, an insurance company cannot be deemed to have waived a condition in a policy of fire insurance to the effect that the entire policy and each and every part thereof shall be void if the subject of insurance

be personal property and be or become incumbered by a chattel mortgage, because the agent who countersigned and delivered said policy had notice or knowledge at that time of the existence of a mortgage on the property, where such policy provides that no officer, agent, or other representative of the company shall have power to waive any provision or condition of the policy, except such as by the terms of the policy may be the subject of agreement indorsed thereon or added thereto, and as to such provisions or conditions no officer, agent or representative shall have power or be deemed or held to have waived such provision or condition unless such waiver, if any, be written upon or attached thereto.

Where an insurance policy contains the provision aforesaid, an insurance company issuing the same cannot be deemed to have waived a condition in said policy rendering it void in case the subject of insurance be personal property and be or become incumbered by mortgage, because the agent who countersigned and delivered said policy, with notice of the existence of a mortgage upon a portion of said property, collected a portion of the premium thereon after the property covered by said policy had been destroyed by fire, or because an adjuster of such company, with knowledge of the existence of such mortgage, stated to the insured that the claim would be adjusted. Under a stipulation that the entire policy and each and every part thereof shall become void if the subject of insurance be personalty, and be or become incumbered, a forfeiture can not be claimed because one item of personal property insured by said policy, separately set out, and separately valued therein, was incumbered by mortgage, where the subject of insurance was partly real and partly personal property.—*Sullivan v. Mercantile Town Mut. Ins. Co. (Okla. S. C.)*: 94 *Pacific Reporter*, 676.

MUTUAL COMPANY—ASSESSMENT—STATUTE. The purpose of Rev. Laws Mass. ch. 118, secs. 47, 48, et seq., providing that a mutual fire insurance company may make an assessment for the amount needed to pay losses, etc., and authorizing the Supreme Judicial Court to order an assessment in specified cases, etc., is to provide a summary, speedy method of providing a fund to meet losses, and notice by mail to policyholders of the application to the court for the levy of an assessment and of the hearing before the auditor appointed by the court is sufficient. The by-laws of a foreign mutual insurance company providing that, where the company is not possessed of sufficient funds to pay losses the directors shall make an assessment for the amount needed upon the members liable therefor, etc., vest authority in the directors, without any notice to policyholders, to levy assessments. The rights and liabilities of the members of a mutual fire insurance company are primarily fixed by contract, and, where a policy issued by a foreign insurance company stipulates that assessments shall be made in pursuance of the laws of the state of the origin of the company, the statutes thereof regulating the levy of assessments are a part of the contract.

Where the court of a sister state directed the levy of assessments on the members of a mutual fire insurance company in the manner provided by the laws of the state, made a part of the contract of insurance by the stipulations of the policies, the determination of the court was *prima facie* evidence of the validity and necessity of the assessments. The right of insured in a mutual fire insurance policy stipulating that it may be canceled at any time at the request of the insured, and, if canceled, the unearned premium shall be returned, is not available to insured after the company has become insolvent and a receiver has been appointed. A mutual fire insurance policy stipulated that the insured should pay, in addition to the cash premium, all such sums as might be assessed by the directors, provided that the assessments should not exceed a sum equal to the amount of the cash premium. *Held*. That the amount of assessments was fixed by the policy, and was determined by the amount of the cash premium provided for in the policy, and not by the sum actually paid by insured on a settlement between himself and the company without prejudice to any claim for assessments.—*Hammond v. Knox* (N. Y. S. C. App. Div.): 109 New York Supplement, 367.

RENEWAL OF POLICY—PROOF. The plaintiff had a policy in the defendant company which he testified he had requested the agent of the company to renew. The agent testified that he understood the plaintiff to state that he would not carry the policy at the rate required by the company and had therefore marked the policy on his books as "dropped." The agent further testified that he was deaf in one ear and might have misunderstood what the plaintiff said to him regarding the renewal of the policy. There was evidence also that the agent had authority to issue policies, to deliver the same and to collect the premium thereon; that the plaintiff had carried insurance with the agent for many years; that the agent represented a number of companies other than defendant company in which the plaintiff carried insurance; that there were mutual accounts between the plaintiff and the agent which were settled periodically; that when insured requested the renewal of a policy it was understood that the new policy was to be in the same form, for the same length of time, on the same property and at the same rate of premium as the old policy. *Held*. That the verdict of the jury that there had been a renewal contract consummated, binding on the company, was justified by the evidence.

The action may be maintained, not upon a policy, but upon the contract to renew the policy, and, in the absence of evidence to the contrary, the implication arises that the renewal is upon the same terms and conditions as stated in the old policy, and that the amount of insurance to be paid in the event of loss shall be the sum stated in the old policy; this being the measure of damages when there is a total loss and no change in the property or its value. In the absence of agreement to the contrary, the presumption will be that when a contract to renew is made it is

contemplated that the same terms, time, and premium as formerly existed should apply to the contract of renewal. The payment of premium is not essential to the validity of such a contract. In ascertaining whether the premium has been paid or waived the habit and custom and course of dealing between the assured and the agent of the company may be looked to.

The policy provided that the loss should be payable sixty days after proof of loss. The verdict allowed interest from the date that the fire occurred. The company denied liability on the policy fifty-six days after the fire occurred. *Held*, That interest should have been computed from the date of the denial of liability and not from the date of the fire.—*Orient Ins. Co. v. Wingfield* (Texas C. C. A.): 108 Southwestern Reporter, 788.

VALIDITY OF AWARD. Where experts are sent to estimate the value of an insured building before its destruction, or after it has been only partially destroyed and sufficient of it remains to disclose the size, general character of architecture, and quality of material used, a hearing and an opportunity to introduce evidence of value need not be granted; but where appraisers unacquainted with the insured property, are selected to estimate a loss arising from the total destruction of the property, notice of the time and place of the appraiser's meeting and an opportunity to the parties to be heard is essential to the validity of the award.

Insured is not estopped to complain of the action of the appraisers because she selected one of them. The appraisers are not in any sense the agents or representatives of the parties who select them. The plaintiff having demanded a hearing, the appraisers should have given her the opportunity to fairly present her claim, and their failure so to do, renders their award invalid, and left plaintiff free to sue on the policy.—*Carlston v. St. Paul F. & M. Ins. Co.* (Mont. S. C.): 94 Pacific Reporter, 756.

INSURABLE INTEREST. A wooden building within city fire limits was twice held a nuisance in judicial proceedings and ordered to be removed. The owner had delayed removal by the city authorities by promising to remove it herself, but failed to do so. Pending the delay there was a loss by fire, and the owner sued on defendant's policy on the building. The insurance company was not a party to the proceedings holding the building a nuisance. *Held*, That the maxim of equity that "the law considers that as done which ought to be done" would not operate to deprive the owner of all insurable interest in the building. Where an insurance agent to whom application was made for a policy of fire insurance, and who issued it and received the premium, had full knowledge before the policy was issued, not only that it was claimed by some people that part of the structure insured was a public nuisance as in violation of the city ordinance, but also that it had been declared by court and its removal ordered, and subsequently, while proceedings were being had with his knowledge involving the question whether the part of the structure should

be removed as a nuisance, he permitted the policy to remain uncanceled and unchanged, the insurance company was bound by the policy, since the knowledge of the agent was the knowledge of the company, and it could not deny liability upon its policy by claiming the existence of facts rendering it void where it had full knowledge of the facts when the policy was issued. The hazard and danger of damage by fire of an insured structure is not increased by a judgment of a court decreeing it to be a nuisance and ordering its removal.—*Irwin v. Westchester Fire Ins. Co.* (N. Y. S. C. Sp. T.): 109 New York Supplement, 612.

LIFE INSURANCE.

PLEDGE OF POLICY—LEX LOCI. A collateral note to a company in one State pledging a policy of one who resides in another State, as security for a loan, is a contract of the State of the company where the loan was approved and accepted. The sale of a pledged policy is not good as against the beneficiary where the notice of time and place of sale were not of a public nature, and a provision in the policy authorizing public sale without notice dispenses with notice only against the pledgor. Notice to the husband cannot be imputed to the wife on the theory that the husband was agent of the wife where the business address of the husband was given as the address of both. The beneficiary is not estopped by silence where she had no personal knowledge of the sale of the pledge.—*Tennent v. Union Cent. Life Ins. Co.* (St. Louis C. A.): 112 Southwestern Reporter, 754.

INSURABLE INTEREST. The relationship between parent and child is itself sufficient to give either an insurable interest in the life of the other. Where a mother contracted with her sons that they pay the premiums on her life policy and take the proceeds at her death, an agreement between the sons and a nephew of the insured who had no insurable interest, that he should furnish part of the premiums and have part of the proceeds, did not affect the validity of the policy or the interests of the sons therein.—*Woods et al. v. Woods, Admr.* (Ky. C. A.): 113 Southwestern Reporter, 79.

POLICY PAYABLE TO WIFE—DIVORCE. Certain insurance on the husband's life had been made payable to the wife. A separation took place, and the wife, although a marriage had taken place in Quebec, obtained an alleged divorce in California. *Held*, That by obtaining said divorce she had forfeited her right to the insurance.—*O'Reilly v. O'Reilly*. 28 Canadian Law Times, 929.

BENEFICIARY. A man obtained a life policy, payable to C., described as his wife, if she survived him; otherwise, to his representatives. At the time he cohabited with C. In the neighborhood in which they resided they were reputed to be husband and wife, but at the time he had a lawful wife, whom he had

deserted. *Held*, That C. was entitled to the insurance money. Where the lawful wife and a woman who had cohabited with insured both claimed the money on a policy, which designated the woman as beneficiary and which described her as wife, parol evidence of the circumstances in which the parties lived and surrounding them when the policy was issued was admissible.—*Prudential Ins. Co. of America v. Morris et al.* (N. J. C. Ch.): 70 Atlantic Reporter, 924.

DEPOSITS WRONGFULLY WITHHELD—TAXATION. Where a foreign life insurance company bought out a domestic life insurance company, which had securities on deposit with the State Treasurer, and the Treasurer wrongfully withheld the securities from the purchasing company, they could not be taxed while so withheld at the place of residence of the wrongful custodian.—*Board of Councilmen of City of Frankfort v. Illinois Life Ins. Co.* (Ky. C. A.): 112 Southwestern Reporter, 924.

PAYMENT OF PREMIUM—ENTRY IN PREMIUM RECEIPT BOOK—AUTHORITY OF AGENT. A collecting agent of an insurance company issuing a policy requiring a weekly payment of premiums and stipulating that payments of premiums, to be recognized by the company, must be entered "at the time of payment in the premium receipt book," and an agent over him, have authority to correct errors of entry in a premium receipt book. A company issuing a life policy requiring a weekly payment of premiums, which receives the money of the wife of the insured in consequence of its promise to recognize the truth of her claim as to a disputed payment and to correct the error in the premium receipt book, can not repudiate liability because the policy stipulated that payments of premiums, to be recognized by the company, "must be entered at the time of the payment in the premium receipt book." On the issue whether a release of the claim on a life policy was procured by fraud of the company's superintendent, an instruction that "there is no evidence of fraud in the settlement," and that if there was a dispute between the parties, and the beneficiary knew at the time that there was a compromise, a settlement for a less sum than she claimed, and the company was guilty of no fraud and took no advantage of her, the settlement was binding, but if there was no dispute, or if she did not know the effect of the instrument, and she was misled in any way by any misrepresentations, the jury might find that the settlement was not binding on her, was proper, the quoted phrase meaning that there was nothing in the terms of the settlement to show fraud, and the remainder of the charge leaving the question of the superintendent's fraud to the jury. The plaintiff testified that when the agent called on her he told her at the time the money was paid, that \$15 was the best he could get for her just then. He also had two little slips of paper, saying, "I want you to sign your name on this." Whereupon he started to sign the check and he told her to sign the other, not reading it himself nor asking her to read it, and he took away with him the slip

signed (which was afterwards identified as the release) and never told her how much money she was to get nor mentioned paid-up value at all and she thought the \$15 was a "part-payment." He had previously called for her policy and the book, saying that "he had good news for her," and, at the same time making and procuring her signature to, the proof of death of the insured. *Held*, That the question of fraud was properly submitted to the jury.—*McNicholas v. Prudential Ins. Co.* (Mass. S. J. C.): 82 *North-eastern Reporter*, 692.

CANCELLATION OF POLICY. A suit in equity can not be maintained in a Federal Court for the cancellation of a life insurance policy on the ground that it was obtained by fraud, where the bill is not filed until after the death of the insured. The fact that a life insurance policy gives the beneficiaries the opinion to receive payment in bonds or in cash does not give them the right to a decree for specific performances by delivery of the bonds, so as to render a suit on the policy one of equitable cognizance, nor give the insurer the right to sue in equity for cancellation of the policy after the death of the insured. A court has no power to order the exhumation of a dead body in an action at law to which the widow of the deceased, who has the right to control the body, is not a party. Where an action at law is pending to recover on a life insurance policy shown to have been obtained under circumstances indicating fraud, and one of the defenses is that the insured committed suicide by poison, which would avoid the policy by its terms, a court of equity has power in aid of such defense to order the body to be exhumed for examination. Under *Gen. St. Kan. 1905, Sec. 4895*, which provides that an executor may bring an action without joining with him the person for whose benefit it is prosecuted, executors may sue on a policy of insurance on the life of their testator, payable to his estate, without joining the heirs or legatees through the policy is at their option payable in bonds, and such bonds are specifically bequeathed by the will.—*Mutual Life Ins. Co. v. Griesa et al.* (U. S. C. C. Kansas): 156 *Federal Reporter*, 398.

HEARSAY EVIDENCE. A policy provided that it should be void if insured before its date had been attended by a physician for any serious disease, or had had before such date any pulmonary disease of chronic bronchitis, etc. The policy was issued in September, 1906, and insured died of tuberculosis in November following. Her attending physician certified that his attendance extended from October 12, 1906, to November 11, 1906, and that he had never attended or prescribed for her prior to the first date, though she had been ill since June, 1905, and had been treated at Liberty Hospital from June, 1905, until September, 1905. *Held*, That such evidence as to insured's condition and treatment prior to October 12th was hearsay.

The evidence was also inadmissible, as it failed to establish any connection between such alleged previous illness and the cause of her death, and did not show that such previous illness,

if any, was from a serious disease within the condition of the policy.—*Scott v. Metropolitan Life Ins. Co.* (N. Y. S. C. App. Ter.): 107 New York Supplement, 124.

INSURABLE INTEREST—BENEFICIARY. Though a policy of insurance issued upon the application of one having no insurable interest in the life insured is a wager policy prohibited by law, a person may insure his own life and provide in the contract that the money shall be payable to any one whom he shall appoint. Plaintiff made an agreement with insured, whereby insurance was to be taken out upon his life, of which his children were to be the principal beneficiaries and to be named as such in the policies. Plaintiff was to keep the policies in force until insured's death by paying all premiums, and from the proceeds was to be reimbursed his advance of premiums, with interest on his payments, and be paid a substantial sum in addition. Policies were obtained, in some of which the children were named as sole beneficiaries, in others plaintiff was joined with them, and one was made payable to plaintiff and his assigns. *Held*, That the insurance was effected by plaintiff under the agreement, upon the insurable interest of insured's children, and he could be held to its performance as their trustee, even though some of the policies named him as a beneficiary. The fact that one policy was made payable to plaintiff alone did not affect the insurable interest. Plaintiff, having advanced money under the agreement, had an insurable interest as creditor, upon which a subsequent policy could be based, notwithstanding his interest was less than the amount of the policy, and he was entitled to payment of his debt from the proceeds of the insurance. Where an insurer refuses to accept a premium on the ground that it is tendered too late, insured is not required to make further tenders on recurring premium dates.—*Reed v. Provident Savings Life Assur. Soc.*; (*Reed et al. Interveners*), (N. Y. C. A.): 82 Northeastern Reporter, 734.

REORGANIZATION AS LEVEL PREMIUM COMPANY. Contract obligations between an association insuring lives upon the co-operative plan and its members are not unconstitutionally impaired by the reorganization of such association as a mutual level premium company, pursuant to N. Y. Laws 1901, Ch. 722, under a new name and without the consent of the members, because such statute provides that outstanding assessment contracts shall be appraised as liabilities as if they were one-year term insurance at the ages attained.

The power to amend or repeal, reserved by the State Constitution in force when an association insuring lives upon the co-operative plan was incorporated under general law, will sustain, as against an objection founded on the contract clause of the Federal Constitution, so much of N. Y. Laws 1901, Ch. 722, as authorized the reorganization of such association under a new name as a mutual level premium company without the consent of the members, although the association may have been insolvent and the scheme of reincorporation may have been devised,

and legislation authorizing it procured, by its officers with the intent to defraud the members.

Vested rights, privileges, or property rights of the members of an association insuring lives upon the co-operative plan are not taken without due process of law by the reorganization of such association as a mutual level premium company, pursuant to N. Y. Laws 1901, Ch. 722, under a new name and without the consent of the members.—*Polk et al. v. Mutual Reserve Fund Life Ass'n et al.* (U. S. S. C.): 28 Supreme Court Reporter, 65. *Advance Sheets U. S.*, 65.

BENEFICIARIES—VESTED INTEREST. The interest of the children of insured in a life policy payable to them, or if they die before him then to his legal representatives, with no reservation in the policy of the right to change the beneficiary, but merely a reservation to insured of the right to surrender the policy at the end of the first 10 years, or at the end of any subsequent 5 years, and to receive in cash its then cash value, such right continuing for only 30 days immediately succeeding any such term of years, is a vested interest, subject to be defeated only if they die before insured, or if he, at the time and in the manner expressed in the policy, exercise his power to surrender it for its then cash value. Insured in a life policy must exercise in person the power therein reserved to surrender the policy at the end of 10 years, or at the end of any subsequent 5 years, and receive its then surrender value, and can not delegate to another such power, as against the beneficiaries, notwithstanding the beneficiaries had nothing to do with bringing the contract of insurance into existence. Even if the insured could delegate to another authority to exercise the power in a life policy to surrender the policy and receive its surrender value, the assignee for creditors of insured would have no right to the insurance as against the beneficiaries, because of insured having given a power of attorney to so surrender it; it not having been exercised. The right of the assignee for creditors of insured in a life policy, as against his children, named as beneficiaries, is no greater, under Ky. St. 1903, Sec. 655, providing that when a life policy is in favor of another than insured, having an insurable interest in his life, the beneficiary shall be entitled to its proceeds against the creditors of insured, because of the estate of insured being named as beneficiary in case his children do not survive him, and a power being reserved to him to surrender the policy and receive its surrender value; the children being alive, and he not having exercised the power.—*Townsend's Assignee's v. Townsend et al.* (Ky. C. A.): 105 *Southwestern Reporter*, 937.

EXTENDED INSURANCE. An insured in a life policy, dated March, 1893, providing for dividends, who borrowed money from the company for premiums due March, 1902, and who defaulted in the payment of subsequent premiums, is entitled to the dividends on his policy for the year 1903 in computing the amount available for extended insurance as provided in the policy.

Where a life policy stipulated that if it should become void by the nonpayment of any premium the entire net reserve should be applied for the purchase of extended insurance, a provision that if there was any loan on the policy the indebtedness should be paid out of the cash surrender value and the remainder paid in cash or applied to the purchase of extended insurance was void, because discriminating against a policyholder in debt to the company, and where insured borrowed money from the company for the payment of the premiums and did not repay it and defaulted in the payment of future premiums, the company must ascertain the amount of the net reserve and deduct from it the amount of the debt and interest and use the balance for the purchase of extended insurance.

An insurance company in lending money to its policyholders occupies the same position as any other money lender, and is entitled only to collect the debt with 6 per cent. interest, and a contract allowing it to demand more will not be enforced. The laws against usury prohibiting schemes resorted to by lenders to enable them to charge more than the legal rate of interest are rigidly enforced, and no plan will be allowed to defeat them.—*Emig's Admr. v. Mutual Benefit Life Ins. Co.* (Ky. C. A.): 106 *Southwestern Reporter*, 230.

INCONTESTABLE CLAUSE—FRAUD IN APPLICATION. The policy provided that it should be incontestable after one year from the date of issue, for the amount due, provided the premiums were duly paid. *Held*, That such stipulations, which give to the company a limited period for the purpose of testing the validity of the policy and ascertaining the truth of the representations made, are valid and binding, provided the period fixed is sufficient to enable the company by the exercise of proper diligence to ascertain whether fraud has been practiced or not.

The company alleged as a defense to an action on the policy that the insured was guilty of fraud and misrepresentation in its application. The plaintiff replied to this answer setting up the incontestable clause in the policy; that the insured lived three and one-half years after the issuance of the policy; and that all premiums were duly paid thereon. *Held*, That the reply presented a complete bar to the claim of fraud.—*Flanigan v. Federal Life Ins. Co.* (Ill. S. C.): 83 *Northeastern Reporter*, 178.

CHANGE OF BENEFICIARY—ESTOPPEL. Insured procured a policy payable to his son. Two years after the issuance of the policy insured requested that the beneficiary be changed to his uncle, which request was complied with by the company. The policy, with the change endorsed thereon, was returned to the uncle, who held it until the death of the insured. The plaintiff, who was administrator of the insured's estate and also guardian of the son, shortly after his qualification, learned that the uncle was holding the policy and claiming the right to collect the proceeds. He thereupon called upon the uncle and learned that the policy

had not yet been collected, but that proof of death was being secured preparatory to collecting it. Plaintiff thereupon said to the uncle that he believed that insured's son was entitled to some of the proceeds but told him to go ahead and collect the policy, stating that he was satisfied that he would do what was right, and the uncle told plaintiff that he would. The proofs of death were completed and presented to the company, whereupon the full amount of the policy was paid to the uncle. The plaintiff made no demand upon the company, as guardian or as administrator of the insured, nor did he notify the company that he was making any claim; nor that he objected to the payment of the policy to the uncle. Some time after the payment, the plaintiff, as guardian, brought suit against the company for the full amount of the policy. *Held*, That the plaintiff having known that the beneficiary was taking steps to collect the amount of the policy, and in the possession of this knowledge failed and neglected to notify the company that he was contemplating making claim to the proceeds of the policy or any part thereof, and, having in silence waited until the named beneficiary has collected from the company the full value of the policy, he cannot now be heard to complain because it has done so; nor can he in conscience and good faith ask that they be again required to pay the amount of this policy to his ward or to himself as guardian.—*Renick v. Mutual Life Ins. Co. et al.* (Ky. C. A.): 106 Southwestern Reporter, 310.

EXECUTION OF INSURED. Under Const. Ill., 1870, Art. 2, Sec. 11, declaring that no conviction shall work a corruption of blood or forfeiture of the estate, etc., the execution of a person holding a policy of life insurance on his life, for crime, is no defense against an action by the beneficiary upon such policy, in the absence of a stipulation exempting the company from liability for a death from this cause.—*Collins v. Metropolitan Life Ins. Co.* (Ill. S. C.): 83 Northeastern Reporter, 542.

PLACE OF CONTRACT. The policy was issued by a Massachusetts company to a resident of New York. The policy provided that it should not take effect until "it is signed and the premium is settled for according to the rules of the company." Application for the policy was made at the branch office of the company in the city, county and State of New York. The policy was received through the New York office, and the premiums thereon were always paid at that office. *Held*, That the policy was governed by the laws of New York. The policy recited that it was issued in consideration of a premium paid by the wife of the insured, and that the sum named therein should be paid "to the said assured, her executors, administrators and assigns." The wife died before the insured, leaving a will in which she named the insured as her executor, and also her legatee and devisee. She left surviving her beside her husband, five children. After her death the insured continued to pay the premiums on the policy. The executor of the insured made claim for the proceeds of the policy on the com-

pany. *Held*, That upon the death of the insured the insurance money passed to the executor of the estate of the wife as her representative, and as a part of her personal estate; and that the plaintiff, as executor of the last will and testament of the insured is not entitled to the money.—*Pool v. New England Mut. Life Ins. Co.* (N. Y. S. C. App. Div.): 108 New York Supplement, 431.

CANCELLATION OF POLICY. Where an insured, with knowledge of all the facts, voluntarily elected to discontinue the payment of assessments and dues and directed the company to cancel his policy, all of his rights and claims against the company thereunder ceased, and the policy became wholly void, and a plea in an action by the beneficiary on the policy alleging such facts was a complete bar to a declaration alleging breaches of the contract by insured and fraud in procuring the making of the contract of insurance. A plea alleging that insured voluntarily directed the cancellation of his policy, and suffered it to lapse, and that the causes of action alleged in the declaration were discovered by the plaintiff more than three years before the suit, was a sufficient plea of limitations. *Price v. Mutual Reserve Life Ins. Co.* (Md. C. A.): 68 Atlantic Reporter, 689.

JURISDICTION. A decedent, in his lifetime a resident of Pennsylvania, was insured by a New York life insurance company for \$10,000 "with participation in profits." The company paid the plaintiffs, as executors of the will of the assured, all moneys due according to the face of the policy, and during the life of the assured dividends from profits were made in his behalf and duly credited to his account at regular intervals. By the law of New York this appropriation of profits was ascertained and made by a committee representing the company defendant, and the assured was admitted to have availed himself of the action and this committee without protest. At the death of the decedent the undivided surplus in the hands of the company was admitted to be \$68,000,000. No fraud was alleged nor was it averred that this \$68,000,000 represented profits. The plaintiff filed a bill of discovery against the company for undivided profits in and of a contemplated action at law. *Held*, That the defendant being liable to the State of New York under its charter and the statutes applicable, if it failed in its accounting to give the plaintiffs the equitable share of the net earnings, this liability is enforceable in the tribunals of that State alone.—*Montgomery's Exrs. v. The Equitable Life Assur. Soc.* (Phila. Co. C. P.): 34 Pennsylvania County Court Reports, 671.

REINSURANCE. This action was brought on a life policy against a reinsurer, who sought to defend on grounds that did not exist in favor of the company making the assignment. *Held*, That the reinsurer assumed the risk on plaintiff's life subject to the terms of the contract with the assignor company and could not defend on grounds not existing in favor of that company. Act Ind.

March 11, 1867 (Laws 1867, p. 150, c. 71), authorizing reinsurance of life insurance risks, is a general act applicable to life insurance companies generally, with which Act Ind. March 9, 1897 (Laws 1897, p. 381, c. 195), recognizing and limiting the exercise of such right, is consistent, so that both acts are to be construed together.—Federal Life Ins. Co. v. Kerr (Ind. A. C.): 85 Northeastern Reporter, 796.

PAYMENT OF PREMIUM. The annual premium became due on October 1, and the policy provided that it should cease if the premium was not paid before that time, but allowed 30 days' grace for its payment. The 1st day of October was Sunday, and insured died on November 1; the premium not being paid by him. *Held*, That the fact that the law made the premium payable on Monday, instead of Sunday, did not add a day to the 30 days allowed by the policy, and under the rule that the day on which the act is to be performed will be excluded in determining the time when some other act is to be done thereafter, and the last day given for performance of the later act will be included, the 30 days' grace began to run at midnight on October 1, and terminated at midnight on the 31st, so that the policy was forfeited before insured's death.—Aetna Life Ins. Co. v. Wimberly (Tex. S. C.): 112 Southwestern Reporter, 1038.

PREMIUM NOTE. In an action upon a note executed at the maturity of the second premium on a life insurance policy in payment of such premium, the defense that such note was obtained by fraud is not sustained by evidence that the policy issued and accepted by defendant is less favorable to him than the agent taking the application represented it would be.—State Life Ins. Co. of Indianapolis v. Bolton (Neb. S. C.): 118 Northwestern Reporter, 122.

CHANGE OF BENEFICIARY. The husband took out a policy on his life, payable at his death to his wife, without further designation. He survived the wife, and, the year after her death, substituted his daughter as beneficiary. In an action by the daughter on the policy the company claimed that the interest in the policy had vested in the wife, and denied its liability to the daughter. *Held*, That the naming of a beneficiary in a life policy to whom payment is to be made is a gift of a benefit in the future, and is contingent on the circumstances, and the insured is entitled on surviving to change the beneficiary to some other person.

Where an insured, desiring to substitute his daughter as beneficiary for his wife, who had died, applied to the agent of the insurance company, and was furnished with a printed blank called "change of designation," which he executed, and this change of designation was delivered to the company and accepted by it, and for more than seven years it received premiums on the basis of such change, the company is estopped to deny the validity of the change, whether strictly in accordance with the requirements of the by-laws of the company or not.

A clause of a life policy that production thereof by the company and a receipt for the sum assured, signed by any person furnishing proof satisfactory to the company that he or she is the personal representative, husband or wife, or relative by blood or lawful beneficiary, shall be conclusive that such sum has been paid, and that all claims under the policy have been satisfied, does not render a receipt given by the executor of insured a defense as against a beneficiary whose rights are fixed by the policy.—*Smith v. Metropolitan Life Ins. Co.* (Pa. S. C.): 71 Atlantic Reporter, 11.

STATEMENT AS TO AGE. A policy of insurance contained the condition that, if the age of the insured shall have been understated, the amount of insurance or other benefit will be equitably adjusted. It was discovered after his death that the insured, who had stated his age as forty-five, was, in fact, forty-six years of age. *Held*, That an equitable adjustment would consist in paying the beneficiary such an amount as the premiums actually paid would have insured at the true age of the insured.—*Keenan v. Mutual Life Ins. Co.* (N. J. S. C.): 71 Atlantic Reporter, 37.

PLEGDED POLICY. The insured had assigned to a bank the policies on his life as collateral security for a debt owed by him to the bank. The widow and children claimed the proceeds under a statute giving them a year's allowance in lieu of a homestead. *Held*, That the claim of a widow for a year's allowance to herself and children, in lieu of a homestead, is inferior to the claim of a bank holding the policy as security for a debt owed by the insured to the bank.

Where the company recognized an assignment of a policy by the insured which had not been made in accordance with the provisions of the policy, no one else could attack the form of the assignment.—*Clark et al. v. Southwestern Life Ins. Co. et al.* (Tex. C. C. A.): 113 Southwestern Reporter, 335.

EXTENDED INSURANCE. Under the policy insured had an option to take a paid-up policy within six months after default of any premium upon written request to the company, and if no request were made the policy would automatically continue in effect for a term as specified in the table attached thereto. After paying the premiums six years, insured elected to take a paid-up policy and requested the local agent to have the policy so indorsed. The company received the policy and suggested that the insured might have waited until a later date and enjoyed the benefit of the whole insurance, as he was entitled to do under the policy. The company, however, before this time had elapsed, indorsed the policy for its paid-up value. Several days afterwards insured died, and this suit was brought for the face value of the policy. *Held*, In view of the general policy of the statute and the reasonable meaning of the provision and the indorsement on the policy, that insured had the entire six months in which to exercise his option either to

continue the insurance or accept the paid-up policy, and the full insurance continued for the entire six months, irrespective of when he exercised his option.—*Clappenback v. New York Life Ins. Co.* (Wis. S. C.): 118 Northwestern Reporter, 245.

INSURABLE INTEREST. The company issued a policy to insured, payable at his death to a nephew. The insured was guardian for the nephew and used funds belonging to the nephew to pay the premiums. After the death of insured the company paid the proceeds of the policy to the nominated beneficiary, the nephew. This action was brought by the administrator of the insured to marshal the assets of the estate and for direction, to which the appellants, judgment creditors of the insured, made answer, claiming that the relationship of insured and beneficiary was insufficient to support an insurable interest, and that the beneficiary, being a creditor of the insured, he had the insurable interest as creditor, and that their claim as judgment creditors was prior in dignity to that of the beneficiary. *Held*, That, although a nephew may have no insurable interest in the life of his uncle, the contract of the company to pay the proceeds to a nephew and the actual payment to him, precludes other parties from denying the insurable interest.—*W. A. Doody Co. v. Green et al.* (Ga. S. C.): 62 Southeastern Reporter, 984.

APPLICATION. A life insurance company furnished its agents a printed blank for use by applicants for insurance, which first had blanks, under the caption, "Proposal for Insurance," to be filled and signed by applicants, next had a "memorandum for the solicitor to sign," followed by two questions as to amount of insurance now in force in the company and amount now applied for, and then, under the caption, "Application for Insurance," questions as to health and other matters affecting the risk, to be answered over the signature of applicant, together with a declaration and warranty as to the representations and answers. *Held*, That neither the proposal for insurance nor the memorandum for the solicitor to fill was a part of the "application," within Rev. Laws Mass., c. 118, Sec. 73, requiring as a condition to the company introducing the application in evidence, that a correct copy of it shall have been annexed to the policy.—*Bonville v. John Hancock Mut. Life Ins. Co.* (Mass. S. J. C.): 85 Northeastern Reporter, 1057.

FALSE REPRESENTATIONS OF AGENT. The insured was a blind man. An agent of the company induced him to take out a policy, falsely representing that at the end of ten years all the premiums would be returned to him with four per cent. interest. In an action for the return of the premiums, the company contended that what the agent said to the insured were merely expressions of opinion. *Held*, That where there is doubt as to whether representations were intended and received as mere expressions of opinion, or as statements of fact, the question must be submitted to the jury.—*Whitehurst v. Life Ins. Co. of Virginia* (N. C. S. C.): 62 Southeastern Reporter, 1067.

FORFEITURE. The policy contained a provision releasing the company from liability if the insured had been treated at any time previous for any disease of the heart or kidneys. It also provided that the proofs of death should be competent as evidence in behalf of the company. From the proofs of death introduced in evidence, it was shown that the insured had been treated for nephritis prior to the date of his policy, and that the chief cause of his death was delirium tremens, and the secondary cause chronic nephritis. *Held*, That under the terms of the policy, there could be no recovery.—*Gerlach v. Metropolitan Life Ins. Co.* (N. Y. S. C., App. Tr.): 112 New York Supplement, 1095.

ASSIGNMENT OF POLICY. Unless otherwise specifically provided, a policy may be assigned in the same manner as any other chose in action, and the assignment may be oral, and by mere delivery, with intent to transfer. No particular form of words is necessary, and the assignment may be either for a valuable consideration or voluntarily as a gift. The company issued a policy of insurance on the life of the husband of the plaintiff. This policy, among other things, provided for payment to any relative by blood or connection by marriage of the assured equitably entitled thereto by reason of having incurred expense for his burial or for any other purpose. On receipt of said policy the insured delivered the same to plaintiff, saying: "Take this policy and pay on it." Plaintiff thereupon took possession of said policy, retaining the same, and paying the premiums thereon until the death of the insured. She also paid his burial expenses. There was no assignment in writing of said policy to plaintiff, nor did the policy by its terms require a written assignment. Defendant maintains, however, that plaintiff had no legal capacity to sue by reason of her alleged failure to prove an assignment, within the terms of the allegation of the complaint that "on or about the 5th day of February, 1906, the said Luke McNevins duly assigned, transferred, and delivered said policy to the plaintiff," which allegation is denied in the answer. No motion was made to conform the pleadings to the proof. *Held*, That the delivery of the policy by the insured to his wife, the plaintiff, under the circumstances above narrated, authorized the jury in finding that there was both a gift and an assignment of the policy, and that the legal title thereto vested in the plaintiff.—*McNevins v. Prudential Ins. Co.* (N. Y. S. C. App. Tr.): 108 New York Supplement, 745.

PROVISION FOR FORFEITURE—LOAN NOTE. Code Iowa, sec. 1741, requires insurance companies on the issue or renewal of any policy to attach thereto or indorse thereon a copy of any representation of the insured made a part of the policy, or referred to therein, or which may affect its validity, and provides that a failure so to do shall preclude the company from relying on such representation or the falsity thereof in any action on the policy. A wife took out in defendant insurance company a policy on her life for the benefit of plaintiff, her husband, the policy containing no power clause to

forfeit it for non-payment of premiums. Subsequently the husband and wife obtained from the company a loan on the policy on a note containing such a forfeiture clause. *Held*, That the company was not precluded from relying on the forfeiture clause in the note in an action by the husband on the policy, though the note was not attached to or indorsed on the policy, the note being a subsequent contract modifying the policy and not within the statute.

The premiums on the policy, which did not provide a forfeiture for non-payment, were twice accepted, though overdue for a few days, but not until the company was satisfied as to the good health of the insured. Thereafter a note was given by insured to the company for a loan on the policy which authorized a forfeiture of the policy for non-payment of premium, and on a subsequent failure to pay a premium for a number of months the policy was reinstated only on application of insured and payment of interest on the amount overdue and after medical examination. *Held*, That these cases could not be considered a waiver of the right to forfeit the policy on subsequent default in payment, each case having been settled and closed in accordance with the conditions agreed on by the parties.

Where a policy loan was evidenced by a note constituting a lien on the policy, which gave the insurance company the option to cancel the policy for non-payment of premium or of the principal or interest on the note, acceptance by the company of premiums when there was a small amount of interest past due on the note was not a waiver by the company of the conditions in the note as to future payments of premium, for the insured, by paying them, recognized the obligation of the policy and note so far as the premiums were concerned, and, as the note gave it the option to cancel the policy in either event, it might disregard the non-payment of interest and cancel the policy for non-payment of the premium.

Where a note, evidencing a policy loan, was conditioned that, if the payment of premium or the principal or interest on the note became delinquent, the policyholder elected to take the cash surrender value of the policy, and empowered the company to cancel the same on its books, the company was not required to notify the policyholder of the cancellation of the policy when the contingency which created the election of the insured had happened. —*Wilson v. Royal Union Mut. Life Ins. Co.* (Iowa S. C.): 114 Northwestern Reporter, 1051.

BURDEN OF PROOF. The policy was on the combination term and life plan, whereby the company undertook to insure the decedent for a term of five years for stated premium, with an option to continue the policy after the term as an ordinary life policy at a higher premium. Insured made four payments on the policy and died. Plaintiff alleged in her complaint that the reserve fund created from the payments made by the insured during his lifetime was sufficient, under Section 659 Ky. Stat. to purchase extended insurance for the full amount of the policy for more than the time elapsing between the non-payment of the premium and the death

of the insured. This was denied by the company. *Held*, That the burden of proving that the reserve fund was sufficient to carry the policy as extended insurance was upon the plaintiff.

The policy provided that "notice of each and every premium due, or to become due hereon, is given and accepted by the delivery and acceptance of this policy." In addition to this the evidence shows that a letter, addressed to the street number of the insured in Paducah, Ky., was mailed to him, giving notice of the premium falling due, and another letter addressed to him at the same place and number, giving him notice of the forfeiture. He made four payments under the policy, and knew when the premium was due. He lived more than six months, and during all that time made no complaint of the forfeiture, and showed no desire to have the policy reinstated. *Held*, That the provision of the policy was an express waiver of notice, and the evidence shows that he received actual notice.—*Allison's Ex'x. v. Fidelity Mut. Life Ins. Co. (Ky. C. A.)*: 107 Southwestern Reporter, 730.

DATE FOR PAYMENT OF PREMIUM. The policy provided that after two full annual premiums had been paid it should be automatically extended in case of default of payment of premiums for two years and two months. The policy was dated December 2, 1901. The policy provided that the annual premium should be paid on the 22nd day of November in each year, and there was endorsed on the policy the following: "Insurance year begins on November 22nd." The insured paid two full years' premiums. He defaulted in the payment of the third annual premium and died January 26, 1906. The plaintiff contends that as the policy was issued on the 2d day of December, 1901, and as the two full premiums for two years had been paid, this carried the insurance to December 2, 1903, and that, by the terms of the contract, the insurance was automatically continued from the latter date for two years and two months, which would carry it to February 2, 1906, and, as the insured died on January 26, 1906, the policy was in full force and effect at the time of his death. The defendant, on the contrary, insists that the date from which the count of time must be made is November 22, 1901, according to the stipulations of the contract and the notice to the insured at the time of the delivery of the policy to him that the insurance year would begin November 22d, which date in 1901 was the beginning of the first insurance year, and that, this being so, the insurance, when extended according to the contract, expired January 22, 1906, just four days before the death of the insured. *Held*, That the extended insurance dated from November 22, 1903, and it can make no difference that the policy was not issued until December 2, 1901.

Thirty days of grace were allowed for the payment of any premium, if it should not be paid the date when due. The plaintiff contended that under this provision of the policy the extended insurance would begin to run from the end of the days of grace. *Held*, That each premium named in the policy is paid to the next due date and not to the day on which the month of grace may run.

—*Wilkie v. New York Mutual Life Ins. Co. (N. C. S. C.): 60 Southeastern Reporter, 427.*

PAYMENT OF PREMIUM. The provision in a life insurance policy that payments of premiums might be made to certain authorized persons, but only on production of the company's receipt, signed by the president or secretary, etc., is intended only to protect the company against unauthorized payments to local agents or collectors; and where the company knowingly accepts and retains premium money paid an agent, who does not give the required form of receipt, it waives the benefit of the provision.

Testimony as to conversations with the beneficiary in which she stated that she had paid a premium on the policy are admissible to corroborate her testimony that she had paid it.—*Matthews vs. Metropolitan Life Ins. Co. (N. C. S. C.): 61 Southeastern Reporter, 192.*

BREACH OF WARRANTY. Where insured, who had warranted at the time of his application that he never had any disease of the kidneys, died shortly thereafter of kidney disease, but there was evidence that at the date of the policy he did not have such disease and was in sound health, and that he either made no misstatements in his application or, if he did, that they were not made with actual intent to deceive, and that the matters misstated did not increase the risk of loss, as required by Rev. Laws Mass., c. 118, sec. 21 (St. Mass. 1907, p. 854, c. 576, sec. 21), in order to defeat a recovery on the policy, the court properly declined to order a verdict for defendant. The policy provided that proofs of death should be made on blanks furnished by the insurance company, and should contain answers to each question propounded to the claimant, physicians and other persons indicated in the blanks, and that proofs of death should be evidence of the facts therein stated in behalf of, but not against insurer. *Held*, That a statement in such proofs, made and sworn to by insured's attending physician, that insured died of cystic disease of the kidneys, which was found to be of long standing, was a mere statement of opinion founded on the history of the case, and, though evidence in behalf of insurer, was not binding on plaintiff in an action on the policy.

Rev. Laws Mass. c. 118, sec. 21, provides that no oral or written misrepresentations or warranty made in negotiating a contract of insurance by the assured or in his behalf shall be deemed material or defeat the policy unless such "misrepresentation or warranty" is made with actual intent to deceive, or unless the matter misrepresented or made a warranty increased the risk. *Held*, That such section, while declaratory of the common law with reference to misrepresentations, changed the rule as to warranties not within the body of the policy, by placing them in the same category as mere representations, and hence the burden of showing that a breach of warranty not within the body of the policy, as well as a representation, was fraudulently made or increased the risk, was on the insurer; the statute being inapplicable to warranties in

the body of the policy, as to which the common law rule remains in force.—*Barker v. Metropolitan Life Ins. Co.* (Mass. S. J. C.): 84 *Northeastern Reporter*, 490.

LIMITATION OF ACTION. The policy provided that no suit should be brought against the company thereon after the expiration of two years from the time that the cause of action shall have accrued. This action was instituted after the expiration of two years from the time of the accrual of the cause thereof. *Held*, That an agreement in a contract of insurance limiting the time within which an action may be brought thereon to a period less than that prescribed by the statute of limitations is valid. The limitation upon his action being a matter of contract, and not a matter of statute, it applies to an infant as effectually as to one who has attained majority. The application for a life insurance policy, which was expressly made a part of the policy, contained a stipulation limiting the time within which any action should be brought. A complaint in an action on the policy alleged that the company "purposely and willfully concealed" from plaintiff the contents of the application to induce her to delay the bringing of the suit until after the expiration of the time limited, and purposely, willfully and with intent to defraud induce her to delay the bringing of the action until the time limited had elapsed, and that she was never able to obtain an inspection of the application, and that the copy attached to the complaint was a copy of the application as furnished by the company after repeated demands therefor, and that the application was not furnished until after the expiration of the time limited. *Held*, That the complaint was insufficient for failing to aver facts on which to predicate relief from the consequences of the delay; the words "purposely" and "willfully" adding nothing to the charge that the company concealed the contents of the application, for "to conceal" means purposely to keep from discovery.—*Gill v. Manhattan Life Ins. Co.* (Arizona S. C.): 95 *Pacific Reporter*, 89.

EXTENDED INSURANCE—STATUTE. *Laws Mo.* 1903, p. 208, in amendment of *Rev. St. Mo.* 1899, sec. 7897 (*Ann. St.* 1906, p. 3752), striking therefrom the restriction that the notes or other evidence of indebtedness to the company that may be deducted from the net value of a life policy as to which there has been a default in payment of a premium, before applying it to the purchase of temporary insurance, shall be limited "to notes or other evidence of indebtedness to the company given on account of past premium payments," and enacting in lieu thereof a broader provision that there shall be deducted from the net value not only of "notes given on account of past premium payments," but also "any other evidence of indebtedness to the company," is not retrospective so as to cover a policy then issued, the rule being that an act must be construed as prospective unless its language calls for retrospective operation, and *Const. Mo.*, art. 2, sec. 15, prohibiting laws impairing the obligation of contracts, or retrospective in their operation.

Under *Rev. St. Mo.* 1899, sec. 7897 (*Ann. St. Mo.* 1906, p. 3752), providing that no life policy shall after payment of three

annual premiums be forfeited because of nonpayment of premiums, but that the net value of the policy when the premium comes due and is not paid shall be computed with 4 per cent. interest, and after deducting from three-fourths of such net value any notes or other evidence of indebtedness to the company given on account of past premium payments the balance shall be taken as a net single premium for temporary insurance for the full amount of the policy, the indebtedness which may be deducted from three-fourths of the net value is restricted to that given "on account of past premium payments," and the company cannot, because of a loan and pledge contract, whereby it advanced money and the policy was assigned as collateral security, cancel the policy to pay the loan, and deduct indebtedness other than for past premium payments.

Where a life insurance company having foreclosed its lien as pledge of a policy, and applied part of its surrender value to the payment of the debt for which the policy stood as security, sent the residue of such surrender value to the beneficiary and the insured by its check, which was never received by either, the policy was not surrendered to the company by the transaction "for a consideration adequate in the judgment of the holder," within Rev. St. Mo. 1899, sec. 7900 (Ann. St. Mo. 1906, p. 3755), providing that where a policy shall be surrendered to the company for a consideration adequate in the judgment of the holder, the article of which that section is a part shall not be applicable.

Sec. 2897, Rev. St. Mo. 1899, above set forth, is not an impairment of the right of contract, in violation of Const. U. S. Amend. 14 and Const. Mo. art. 2, sec. 4, providing that all persons have a natural right to life, liberty and the enjoyment of the gains of their industry.

The defendant company had no right to do business in Missouri except by the permission of the laws of this commonwealth and under such constitutional conditions as those laws imposed. Knowing the law, it applied for, and received permission to come into Missouri and make insurance contracts. When the contract in suit was entered into in 1894 there was a limitation put upon the right to make it. By that limitation, defendant could only write insurance contracts of a certain character, to-wit, policies not subject to forfeiture on certain contingencies, and subject to have their net value computed, and that net value applied to the purchase of temporary insurance after deducting loans of a specified character and no other. The statute was impliedly accepted by defendant when it accepted its license to do business.—*Burridge v. New York Life Ins. Co.* (Mo. S. C.): 109 Southwestern Reporter, 560.

BREACH OF WARRANTY. Where a soliciting insurance agent was not present when insured's application was made before an examining physician, which contained a misstatement as to insured's physical condition and it was no part of such soliciting agent's duty to take part in the execution of such application, his knowledge

that the insured had falsely stated that she had never had heart disease was not imputed to the company. Mere silence of a soliciting insurance agent concerning a misstatement with reference to insured's health, of which he had knowledge, would not estop the company from taking advantage of such misstatement which insured afterwards made to another agent, charged with the duty of receiving the application on which the company acted in issuing the policy.

Insured, while being examined for insurance at a time when she knew she had heart disease, stated that she was in sound health, that she had never met with any serious personal injury, and had not been seriously ill, except as stated. Though she could not read the application, it was explained to her, and the questions asked through an interpreter, and the application, like the policy, contained a provision that no liability should be incurred unless the policy was delivered while the assured was in good health. *Held*, That the court properly directed a verdict for defendant, though a witness who was present at the examination testified that insured was not asked whether she had been attended by a physician within two years, or whether she had heart disease.—*Haapa v. Metropolitan Life Ins. Co.* (Mich. S. C.): 114 Northwestern, Reporter, 380.

SUIT INTERFERING WITH INTERNAL MANAGEMENT. Where a life insurance company incorporated under the laws of one State has subjected itself to suit in another State in which it does business, has agreed, in accordance with its laws, that service of process may be made upon the insurance commissioner of such State, and has issued policies to its citizens, such a policyholder has the right to maintain a suit against it in his own State, in either the State or Federal courts, for a construction of his policy and a determination of his rights thereunder, and the legality of acts of the company as bearing thereon, and such right may not be denied on the ground that such a suit is an interference with the internal management of a foreign corporation.—*Castagnino et al. v. Mutual Reserve Fund Life Assn. et al.* (U. S. C. C. A., 6th Cir.): 157 Federal Reporter, 29.

COMPLETION OF CONTRACT. Where an applicant for insurance stated that he was in good health, that the application should be part of the contract, and that the policy should not take effect until delivered and the first premium paid while applicant's health should be in the same condition, and the policy was not delivered until after the death of the applicant, when it was given to his father, and, even conceding that the premium had been paid, the applicant was fatally ill at the time of payment, of which the insurer was ignorant, there was no valid contract of insurance.

Where an application for life insurance made the same a part of the contract, and the policy provided that no condition of the contract of the policy could be waived or modified by any agent, and also provided that it should be of no effect until pay-

ment of the first premium and delivery of the policy to the applicant while in the state of health described in the application, and when the policy was received by the soliciting agent he placed it in the safe of a certain merchant, and stated to a friend of the applicant that the policy would be good though the applicant was ill, and thereafter such person procured the policy from the merchant after the applicant's death, the agent having agreed that such person might take it at any time, there was no waiver of the conditions of the policy, and insurer was not precluded from refusing payment on the ground that there was no completed contract.—*Powell v. Prudential Ins. Co. (Ala. S. C.)*: 45 Southern Reporter, 208.

SUICIDE. If insured, under a life policy limiting the recovery thereunder if he should die by his own act, whether sane or insane, committed suicide when so mentally deranged as to be unconscious that he was killing himself, the act will not be deemed his, but will be regarded in law as an accidental killing, authorizing full recovery under the policy; but if, though mentally deranged, he knew his act would probably cause death, and committed it intending that it should, recovery may only be had for the limited amount. Where, in an action on a life insurance policy, insured's mental condition when he committed suicide was in issue, his wife was a competent witness to testify to the circumstances surrounding him at his death and to his mental condition, she being a proper witness to facts not coming to her from their marriage relation. The evidence introduced on the trial showed that there were some strains of insanity in insured's family; that his mother became insane, and some of his other kindred, as far back as three or four generations; that he had been acting strangely several months before his death. He died on Monday morning from taking carbolic acid. On the Saturday night before, he went to a neighbor's house and stayed all night, about three or four miles from home. When he got there he cried, saying that his wife was dead. He also said he was lost. They at first could not get him to come into the house. They finally got him into the house and persuaded him to lie down. He would take spells, in which he would fight them or strike at them. This went on more or less all night, although he was quieter toward the latter part of the night. One witness who was in a buggy with him as he came to this man's house said that every now and then he would stiffen out and slide out of the buggy. He seemed to have several spells of stiffening out at different times during the night. His conduct after he got home was not so wild, but was entirely unnatural. He sat around the chimney corner, noticing nobody, until night, and then went to bed. The next morning, while they were getting breakfast, they heard a moan, and on going to him found that he had taken carbolic acid. *Held*, That the evidence showed that insured was insane and did not know what he was doing.—*Metropolitan Life Ins. Co. v. Thomas (Ky. C. A.)*: 106 Southwestern Reporter, 1175.

POLICY FOR BENEFIT OF FIRM—RIGHTS OF PARTIES. Insured took out a policy payable to his "executors, administrators or assigns or to such beneficiary as may have been duly designated." Upon the death of the insured the amount of the policy was claimed by his executors and also by O as sole surviving member "of the late co-partnership duly organized and doing business under the firm name of the American Dental Syndicate," which was composed of the insured and O. O claimed that this policy and one upon his own life were taken out by the partnership, the premiums paid by the partnership, and that there was an agreement that the policy was to be for the benefit of the partnership and payable to the surviving member. The company paid the money into court. The evidence showed that the American Dental Syndicate was dissolved and its assets divided some four months before insured died. *Held*, That the partnership having been dissolved prior to the death of the insured, the surviving partner had no interest in the policy. —*Osius v. Davis* (U. S. C. C. A. 6th Cir.): 156 Federal Reporter, 569.

INSURANCE FOR BENEFIT OF WIFE. Congress, in putting in force in the Indian Territory, by Act of 1890, Mansf. Dig. Ark., Sec. 463, relative to rights between creditors of insured and his wife, where he insured his life for her benefit, will be held to have adopted it with reference to its prior construction by the Appellate Courts of that and other States in which it had long been in force.

Mansf. Dig. Ark., Sec. 4623, authorizing insurance on one's life for the benefit of his wife, which shall be payable to her free from the claims of his creditors, provided that such exemption shall not apply where the amount of premium annually paid out of the funds of the husband shall exceed \$300, limits the amount only which one insolvent or financially embarrassed may so expend in premiums; and creditors of insured, who pays a greater amount of annual premium, which is a reasonable provision according to his condition in life, are entitled, as against the wife, to such proportion only of the insurance as the payments in excess of \$300 per year, made when he was insolvent or financially embarrassed, bear to the entire amount of premiums paid.

The right of creditors of insured to insurance on his life in favor of his wife, derived from premiums in excess of \$300 per year, the amount limited by Mansf. Dig. Ark., Sec. 4623, in case of one not free from financial embarrassment, does not depend on whether the present claims of creditors are those they held when he paid such premiums, or on whether the present creditors then held claims against him, he having at all times been so largely indebted to some one or other that he would have proved insolvent had he been forced to meet his liabilities, and such continuing indebtedness having been merely shifted from one creditor to another, or from one form of indebtedness to another.

In the absence of special conditions of ill health, imminence of death, or other possible facts, the right to dower of the wife of one who effects insurance on his life in her favor is not to be

considered on the question of whether his financial condition is such that under Mansf. Dig. Ark., Sec. 4623, he may not, as against his creditors, pay more than \$300 annual premiums.

Under Mansf. Dig. Ark., Sec. 4623, authorizing insurance on one's life for the benefit of his wife, which shall be payable to her free from the claims of his creditors, provided that such exemption shall not apply where the amount of premium annually paid out of the funds of the husband exceed \$300, the wife, claiming a greater amount of insurance on his life as against his creditors, has the burden of showing that his financial condition warranted him in paying such greater premiums for her.

Where creditors of insured sue his wife named as beneficiary in the life policy, and the insurance company, to recover part of the insurance, on the ground that under Mansf. Dig. Ark., Sec. 4623, insured's financial condition did not warrant him in effecting so much insurance for his wife, the attorney's fee of the insurance company, taking the position of a stakeholder merely, while taxable against plaintiffs if they do not recover, should be allowed, not against them, but against the fund, if they do recover.—*Red River National Bank et al. v. DeBerry et al.* (Tex. C. C. A.): 105 Southwestern Reporter, 998.

REINSURANCE OF COMPANY. Act Ind., March 11, 1897 (Acts Ind. 1867, p. 150, Ch. 71; Burns' Ann. St. 1901, Sec. 4956), amended in 1897 (Acts Ind. 1897, p. 276, Ch. 180; Burns' Ann. St. Ind. 1901, Sec. 4858), expressly confers upon all insurance companies the power to reinsure their risks, with the consent of the insured, and provided that the liability of a company thus reinsuring to the person whose property is insured shall be the same as if the original policies had been issued by such company. Act Ind., March 9, 1897, Sec. 15 (Acts Ind. 1897, p. 318, Ch. 195; Burns' Ann. St. Ind. 1901, Sec. 4914O), and Act Feb. 10, 1899, Secs. 18, 25 (Acts Ind. 1899, pp. 37, 39, Ch. 28; Burns' Ann. St. 1901, Secs. 4894c1, 4894j1), recognizes the right and limits its exercise. The liability of an original insurer upon its contract with insured became absolute after the expiration of two years, and neither breach of warranty nor misstatement in the application was available to it as a defense. *Held*, That the original insurer could not deprive insured of his vested contract interest by contracting to reinsure his risk with the provision that the liability of the reinsurer should be conditioned upon the truth of every statement, representation, and warranty contained in the application.

By bringing suit against the reinsurer, the policyholder ratified and adopted the contract of reinsurance so far only as it was authorized by law.

Where a policy of reinsurance issued to be attached to the original policy provided that the policy of reinsurance was subject to the contract of reinsurance with the original insurer, but did not convey the idea to the policyholder that a new contract was being made for him, it charged the policyholder only with notice

of a contract of reinsurance such as the statute allowed the original insurer to make.

In a suit against the reinsuring company on the policy it is not necessary to make the policy of reinsurance an exhibit with the complaint, unless the insured is notified that the reinsurance contracts affects a change in his policy.—*Federal Life Ins. Co. v. Kerr* (Ind. A. C.): 82 *Northeastern Reporter*, 943.

ASSIGNMENT. An insurance policy is a chose in action, and may be transferred by delivery without writing; but where by its terms mere delivery will not give any right as against the beneficiary named therein, the presumptions from mere possession are rebutted.

Where an insurance policy, payable to the executors, administrators, and assigns of the insured, shows on its face that there has been no change of beneficiary or assignment of the policy under the requirements of the policy, and there is no showing of any waiver of the company's rules as to such change or assignment, or any facts showing an excuse for not complying with the rules, an administrator of the estate of insured is entitled to the possession of the policy as against one claiming ownership thereof.—*Steward v. Gwynn* (Ind. A. C.): 82 *Northeastern Reporter*, 1000.

STATUTORY PENALTY. Rev. St. Tex. 1895, art. 3071, making a life insurance company failing to pay within the time specified in the policy liable for damage and attorney's fees, does not make an insurance company liable, where there are adverse claimants to the amount due under the policy, and it has merely refused to pay until the claimant entitled thereto has been determined in court. A finding that a life insurance company refused to pay a policy to an alleged assignee thereof because it supposed that the wife and children of insured had claimed or might claim the proceeds of the policy or a part thereof carries with it a finding of good faith, relieving the company from the liability for damages and attorney's fees imposed by Rev. St. Tex. 1895, art. 3071, for nonpayment within the time stipulated in the policy, since, if refusal to pay was on that ground, it was not because of a desire to evade payment altogether. That a life insurance company did not anticipate a lawsuit by adverse claimants to the amount due under a policy by instituting an interpleader suit and bring them into court to settle their dispute cannot be held to show a desire to evade payment, rendering the company subject to the liability for damages and attorney's fees imposed by Rev. St. Tex. 1895, art. 3071 for nonpayment within the time stipulated in the policy. Interest was properly assessed against a life insurance company on the amount of a policy from the time proof of death was received until the money was tendered into court, but improperly allowed up to the time of trial. Under a life policy providing that any indebtedness on account thereof, including any balance of the year's current premium, would be deducted in any settlement of the policy, notes given for a premium, with interest, are a proper charge against the

amount of the policy.—*Southwestern Ins. Co. v. Woods Nat. Bank et al.* (Tex. C. C. A.): 107 *Southwestern Reporter*, 114.

EXTENDED INSURANCE—FORFEITURE. The policy contained a nonforfeitable stipulation after the payment of the first premium, and secured to the insured the right to have the policy automatically extended for a period of three years and two months from the date of the payment of the third premium, provided the insured owed no debt under one of its provisions. Two premiums were paid, one-fifth of which was represented by premium loans, which were never paid. The payment of the third premium which was due December 7, 1902, was extended to June 1, 1903, and re-extended from the last-mentioned date to December 1, 1903. On December 1, 1902, the insured executed his note for \$721.61, being the amount of the annual premium due December 7, 1902, less 20 per cent. carried as a premium loan on the policy, payable December 1, 1903, and on June 1, 1903, the insured in renewal executed a new note in favor of the defendant for the same amount, payable December 1, 1903. This note provided that if it was not paid at maturity the policy should be void and so remain until reinstated as provided by its terms. *Held*, That the failure to pay the note at the maturity of the last extension forfeited the right to the extended insurance provided in the policy. After the expiration of the time for paying the note the company placed the same in the hands of its attorney for collection, and the insured subsequently paid the note on the claim of the attorney that he was liable therefor by reason of the insurance which he had received from December 1, 1902, up to December, 1903, when the policy became null and void because of the non-payment of the note. *Held*, That the company was not estopped to claim a forfeiture of the policy—*Lesseps v. Fidelity Mut. Life Ins. Co.* (La. S. C.): 45 *Southern Reporter*, 522.

RULE OF CONSTRUCTION. Policies of insurance will be liberally construed in favor of the object to be accomplished and conditions and provisos of every contract of insurance will be strictly construed against the company who prepares and proposes the contract. If a policy of insurance is capable of being construed in two ways, that interpretation should be placed upon it which is most favorable to the insured; and forfeitures, not being favored, the court should be "prompt to seize hold of any circumstance that indicates an election to waive a forfeiture or an agreement to do so." The payment of a premium on a policy of insurance in cash may be waived by the proper officers of the insurance company, and a note or other obligation may be accepted by its duly authorized officers in lieu of a cash payment. A provision for interest in a note taken in lieu of the payment of a premium in cash supplies consideration for the delay in payment of the premium, and is to be considered as a circumstance in determining the intention of the parties. The power to forfeit an insurance policy must be "nominated in the bond." The failure to pay a promissory note, taken in payment of an insurance policy (although

it is stipulated in the note that the non-payment of the same at maturity will avoid the policy), will not forfeit the policy where there is no condition in the policy itself providing for its forfeiture for the non-payment of notes. When the condition as to forfeiture for non-payment on maturity of a note given for the premium is contained only in the note, the mere fact that the note is not paid at maturity does not of itself avoid the policy. Such a provision is a condition subsequent of which the company must avail itself by clear and equivocal acts. Where a company claims a forfeiture for non-payment of a premium note, it must offer to surrender the note. It cannot forfeit the policy and keep the note.

A note accepted in payment of a premium is a separate and independent transaction—an independent contract—and has no relation to the contract of insurance except as stipulated in such policy of insurance.

The payment of the first premium renders the contract of insurance complete. A contract of life insurance is generally a continuing contract, either during the life of the insured or for a term of years, and the payment of the annual premium (after the first premium is paid) is a condition subsequent, the non-performance of which may or may not, according to circumstances, work a forfeiture of the policy. Where an insurance company accepts a note for the premium, the policy will be continued in force for the same length of time as if the amount represented by the note had been paid in cash, unless the contract of insurance contains an express stipulation to the contrary, or unless, in the event of non-payment of the note at maturity, the company asks a surrender of the policy and offers to surrender the note.

Tender may be made by an agent or friend at the instance of an interested party.—*Arnold v. Empire Mut. Annuity & Life Ins. Co.* (No. 481.) (Ga. C. A.): 60 Southeastern Reporter, 470.

DEATH OF BENEFICIARY—DESCENT. An old-line life insurance policy contained a provision that the amount of the insurance should be payable to the heirs at law of the insured (the husband) in case he should outlive the beneficiary (the wife). *Held*, That upon the death of the beneficiary the interest in the policy as such passed to her son, and upon his death to the heirs at law of the insured, and became vested in them upon the death of the insured.—*Birge et al. v. Franklin et al.* (Minn. S. C.): 115 Northwestern Reporter, 278.

TAXES ON PREMIUM RECEIPTS—STATUTE. Ky. St. 1903, sec. 4226, provides that every life insurance company, other than fraternal assessment life insurance companies, not organized under the laws of the state, but doing business therein, shall annually return to the Auditor of Public Accounts, for deposit in the insurance department, a statement under oath of all premiums, received for on the face of the policy for original insurance, and all renewal premiums received in cash or otherwise on business

done in the state during the year, and shall at the same time pay into the state treasury a tax of \$2 upon each \$100 of said premiums as ascertained. *Held*, That where an insurance company in its policy stipulated for a premium larger than was actually needed to carry the risks insured against under ordinary conditions, but which might be needed in case of extraordinary conditions, and, in order to provide in advance against such a contingency, collected as premium for the first year the full amount stipulated for, setting aside so much thereof as was overpayment as a guarantee against misfortune, and then for the premiums for the succeeding years did not collect the entire amount stipulated for because of the sufficiency of the overpayment of the first year's premium to guard against additional risks, but designated the part not collected from the policyholder as a dividend, the company was not liable to taxation on the entire premiums stipulated for in the policy, but only for the amount actually collected, as the part of such premiums designated by the company as a dividend was not in fact a dividend, but merely an overcharge, which was never collected from the policyholder; and hence was not received by the company as "cash or otherwise" within the terms of the statute.—*Mutual Benefit Life Ins. Co. et al. v. Commonwealth* (Ky. C. A.): 107 Southwestern Reporter, 802.

PAID-UP INSURANCE—TIME OF DEMAND. The court having determined that five years was a reasonable time in which to demand issue of a paid-up policy after default in payment of premiums, an action by a husband insured under a policy payable to his wife to compel the issue of paid-up policy to the wife brought within five years after such default is brought in time, though the wife did not join in the suit until after the five years had expired; the right of action being in the husband, and not in the wife, who, though a proper, was not a necessary party to the suit. When a life insurance policy of a company organized under the laws of New York provides that failure to pay any premium will render the policy void, except that, "after being in force three full years, a non-participating paid-up policy shall be allowed in accordance with the requirements of Chapter 347 of the Laws of 1879 of New York," the insured, who let the policy lapse after four annual payments, is not required to elect between paid-up and extended insurance, as provided by Chapter 347, p. 427, but is only entitled to receive the amount of paid-up insurance allowed by the statute. Where an insurance policy issued under the laws of New York specifies the method of determining the amount of paid-up insurance which the insured will be entitled to in the event of his allowing the policy to lapse, statements made by the company's agent to insured will not entitle him to a policy for a larger amount.—*United States Life Ins. Co. v. Wood et al.* (Ky. C. A.): 107 Southwestern Reporter, 1193.

RIGHTS OF BENEFICIARIES—STATUTE. Rev. St. Mo. 1899, Secs. 4600, 4613 (Ann. St. Mo. 1906, pp. 2499, 2507), providing that every

interest in real estate granted or devised to two or more persons shall be a tenancy in common, unless expressly declared otherwise, and that where an estate is devised to a child, grandchild, or other relative of the testator, and the devisee dies before the testator, leaving lineal descendants, the descendants shall take the estate, etc., do not regulate interests in life insurance policies, the first statute dealing only with grants or devises of real estate, and the second only with devises of property. A policy insured the life of assured for the benefit of his wife and children, and the insurer promised to pay the policy "to the said beneficiaries or their executors, administrators, or assigns," within a specified time after proof of the death of assured. Assured died, leaving a wife and four children and grandchildren of a deceased child, who was living at the time the policy was issued, but who died before assured. *Held*, That the interest of the deceased child in the proceeds of the policy passed to the grandchildren.—*Diehm et al. v. Northwestern Mut. Life Ins. Co. (St. Louis C. A.)*: 108 Southwestern Reporter, 139.

RIGHTS OF BENEFICIARY. A life insurance policy vests the ownership of the proceeds thereof in the named beneficiaries, and it may not be transferred or taken for the debts of insured without the consent of such beneficiaries; and this is true, whether insured was solvent or insolvent when he paid the premiums. While the law exempts to the amount of \$10,000 the proceeds of insurance policies payable to a definite beneficiary from liability for the insured's debts, even for premiums paid while he was insolvent, the proceeds in excess of that sum are liable for the premiums paid by insured while insolvent to keep up the entire policy, and not merely that part in excess; and hence, where defendant was beneficiary of a policy for \$25,000, the premiums on which were paid by the insured while insolvent, creditors are entitled, out of the excess over \$10,000, to the amount paid for premiums on the entire policy, but are not entitled to the whole amount in excess of that sum to satisfy their debts.—*Johnson v. Bacon (Miss. S. C.)*: 45 Southern Reporter, 858.

JUDICIAL SALE OF LIFE POLICY—RIGHTS OF PURCHASER. A paid-up life policy payable to insured's sister and her minor children was sold at a judicial sale to raise money for the support of the children. The sale was confirmed without exceptions being filed. The purchaser had no insurable interest in the life of insured. *Held*, That the purchaser did not acquire the absolute title to the policy, and must account to the children for the surplus after deducting what he had paid at the sale.

Ky. St. 1903, Sec. 678, providing that any assignment of a policy to one having no interest in the life of insured shall be void, embodied in the division of the statute entitled "Assessment or Co-operative Life Insurance," is not applicable to policies other than assessment or co-operative life insurance.—*Irons et al. v. United States Life Ins. Co. et al. (Ky. C. A.)*: 108 Southwestern Reporter, 904.

PAYMENT OF PREMIUM—DAYS OF GRACE. An insurance policy became due on October 1, but the policy allowed thirty days of grace within which to make payment. October 1 fell on Sunday. The insured died on November 1, without having paid his premium. *Held*, That he died within the protection of the policy, since the premium did not fall due until Monday, October 2, and, to avoid a forfeiture, October 2 will be excluded in allowing the thirty days of grace. Where an insurance policy provided for an annual premium, to be paid at or before 5 o'clock p. m. on the 1st day of October, but did not expressly provide that a failure to so pay would work a forfeiture, and where both in the policy and in the notice indorsed on the premium receipt there were clauses to the effect that, should any subsequent premium be not paid when due, the policy would determine, except that thirty days' grace, during which the policy would be in force, would be allowed for the payment of any premium after the first, the policy remained in force until midnight of the last day of grace, and payment of the premium could be made at any time in the period embraced within the thirty days of grace, there being no limitation in the clauses allowing grace requiring the assured to pay the premium at or before 5 o'clock of any particular day.

Where an insurance policy provided for an annual premium to be paid on or before the 1st of October, but allowed thirty days' grace in making such payment, during which time the policy should remain in full force, and allowed the insurance company to deduct from the face of the policy, upon approval of the proofs of death of the insured during its continuance, any indebtedness to the company on account thereof, or any unpaid premium for the current year, the beneficiary, in case the insured died at any time within the thirty days allowed, whether the premium was paid before the expiration of such days or not, had the right to recover the amount of the policy, less any indebtedness accrued thereon and the first year's premium, the provision for deducting the unpaid current year's premium in case of the insured's death making unnecessary the payment of such premium by the beneficiary after such death. Where an insurance company, upon a beneficiary's offer to furnish proofs of death of an insured, denied its liability on the policy, it thereby waived its right to demand of payment, and was estopped from contending that, because of the beneficiary's failure to demand payment as required, a judgment against it was erroneous in including the statutory penalty and attorney's fees.—*Aetna Life Ins. Co. v. Wimberly* (Tex. C. C. A.): 108 Southwestern Reporter, 778.

BREACH OF WARRANTY. The plaintiff sought to escape the effect of a breach of warranty that the assured had not been under the care of a physician within two years prior to the application by proof that he told the examining physician the facts at the time, and was assured that it was not considered illness, because he had not been in bed, and did not count. *Held*, That the evidence was insufficient to show that the words of the warranty

were used with any other than their usual meaning.—*Fish v. Metropolitan Life Ins. Co.* (N. J. C. E. A.): 69 Atlantic Reporter, 176.

RIGHTS OF BENEFICIARY. The plaintiffs who were the beneficiaries named in a policy of life insurance, brought this action to recover the premiums paid thereon, alleging an unlawful cancellation and termination of the policy. *Held*, That plaintiffs have no interest whatever in the sums paid as premiums by the insured to secure a benefit to those entitled to the proceeds of the policy upon maturity. Upon rescission of the contract by the parties all rights to the premiums paid by the insured are clearly vested in him.

The uncertainty of the beneficiary's interests, growing out of the contingencies incident to the power of the insured to thus deal with the policy, renders the rights and interests of the beneficiaries too hypothetical to be made the ground for damages for a breach of the contract. It is a mere expectancy of an unascertainable value, and hence can not be made the basis of a claim for damages.—*Slocum et al. v. Northwestern National Life Ins. Co.* (Wis. S. C.): 115 Northwestern Reporter, 796.

STANDARD POLICY—STATUTE. Pub. Act Mich. 1907, p. 253, No. 187, sec. 1, subd. 8, provides that a policy of life insurance shall contain a provision which, in event of "default in premium payments" after premiums shall have been paid for three years, shall secure to the owner of the policy a stipulated form of insurance, the net value of which shall be at least equal to the reserve at the date of "default" on the policy, and on any dividend additions thereto, less a sum not exceeding $2\frac{1}{2}$ per cent. of the amount insured by the policy, and of any existing dividend additions thereto, and less any existing indebtedness to the company on the policy, and that such provision shall stipulate that the policy may be surrendered to the company within one month from the date of "default" for a specified cash value at least equal to the sum which would otherwise be available for the purpose of the insurance, and may stipulate that the company may defer payments for not more than six months after the application therefor is made. *Held*, That the statute does not apply to, nor prohibit, an automatic premium loan provision in a policy providing that, if requested by insured prior to the expiration of a month of grace after the due day allowed by the policy for payment of premiums, the arrears will be charged as an indebtedness against the policy, bearing interest at a rate not exceeding 6 per cent. per annum, provided the entire indebtedness then outstanding shall be within the limits secured by the cash surrender value, since, where the premium is paid by operation of the automatic loan provision, there is no "default in premium payments," within the meaning of the statute, but rather an election by the policyholder not to make default.—*Mutual Benefit Life Ins. Co. v. Commissioner of Insurance* (Mich. S. C.): 115 Northwestern Reporter, 707.

RELEASE OF CLAIM—ESTOPPEL. Shortly after the death of insured a representative of the company called on the plaintiff, who was named as beneficiary in the policy, and stated to her that on account of certain alleged misrepresentation in the application the company was not liable on the policy. Several interviews were had by the plaintiff with this representative, at most of which her attorney was present. Finally, as the representative was about to leave the city, plaintiff and her attorney called on the representative at his hotel, where the offer of compromise was accepted and the release signed by the plaintiff. *Held*, That the plaintiff's claim of fraud in the procuring of the release was not sustained by the evidence. Opposite the name of plaintiff, signed to the release, appeared the word "seal" with a scrawl around said word. Plaintiff insisted that the scrawl or irregular ink mark around the word "seal" after her name on the release was placed there after she signed it. The representative of the company testified that this scrawl was put around the word before it was signed by the plaintiff. *Held*, That whether the scrawl was placed around the word "seal" before or after the release was signed by the plaintiff makes no difference. The instrument must be construed as one under seal.—*Jackson v. Security Mut. Life Ins. Co.* (Ill. S. C.): 84 *Northeastern Reporter*, 198.

MARINE INSURANCE.

LOSS OR DAMAGE TO TOWS. A marine policy insuring a tug merely against legal liability for loss or damage caused to its tows by collision or stranding creates no liability on the part of the insurance companies for the expense of successfully defending the tug against a suit to recover for the stranding of tows. In a marine policy insuring a tug against legal liability for loss or damage caused to its tows or other vessels through collision or stranding, the usual "sue and labor" clause has reference only to the subject-matter of the insurance, and has no application to expenses incurred in defending the tug itself against an unsuccessful suit to establish its liability.—*Munson v. Standard Marine Ins. Co.* (U. S. C. C. A. 1st Cir.): 156 *Federal Reporter*, 44.

REINSURANCE—SUBROGATION. The plaintiffs gave the defendants an open cover slip by which they undertook to reinsure the defendants to the extent of one-half their interest up to £1,000 on certain shipments of lumber. Pursuant to the cover slip, the plaintiffs reinsured the defendants by two policies respectively on interests by two vessels. Under the policies the defendants claimed and were paid by the plaintiffs sums amounting to £1,354 4s. 10d. The defendants subsequently recovered from the shipowners damages by reason of having been induced to pay losses on the two vessels by fraudulent misrepresentations of an official in their employment. The measure of the damages so recovered by the defendants was the sum which upon inquiry appeared to flow from

the liability of the defendants as insurers in respect of the two vessels, and included the £1,354 4s. 10d. The plaintiffs then sued the defendants for the repayment of the £1,354 4s. 10d. as money received by them to the use of the plaintiffs. *Held*, (1) That the plaintiffs were entitled to recover the £1,354 4s. 10d. upon the ground that the money was obtained by the defendants by enforcing a right which diminished the defendants' loss, and that therefore the doctrine of subrogation applied; (2) that the defendants were entitled to deduct from the £1,354 4s. 10d. the reasonable expenses of recovering that sum from the owners.—*Assicurazioni Generali De Trieste v. Empress Assur. Corp. Ltd.* (Eng. C. A.): 2 King's Bench (The Law Reports, December 2, 1907), 814.

DEVIATION. The policy covered from the loading ports, Comox, B. C., and Seattle, at and to the ports or places at which the cargo was to have been discharged, which were Solomon City, Tin City and the towns on Port Clarence Bay in Alaska. The vessel sailed from Seattle under the following sail orders given by the owner to her master. "Proceed to Solomon, put the Solomon cargo out there, and proceed to Tin City and take the Tin City cargo out; go to Teller and lay there for thirty days." The last point on the route at which freight was to be discharged is Teller, on Port Clarence Bay. The vessel went to Solomon, and discharged freight there. She arrived off Tin City; but, on account of a strong shoreward wind and fog, she was unable to land the freight destined for that place, and she continued onward to Port Clarence and anchored in the bay, about four miles distant from Teller. While at anchor there, she discharged freight, some of which was lightered ashore and some transferred to the steamer C. After being at anchor three days, and without discharging all of the cargo which was for destination points on that bay, the vessel went out to sea again, for the only purpose of delivering freight at Tin City, and she was to have returned, but she was wrecked, and the remainder of the insured cargo became a total loss. The Tin City freight was shipped under a contract with the shippers that if it should be impracticable to land it there, it might be reshipped and forwarded by another vessel. *Held*, That the only expected deviations which the insurers could have had in contemplation were stoppages to discharge freights at intermediate places between the last loading port and the terminus on Port Clarence Bay, and, when the vessel was anchored safely in that harbor, the perils of navigation insured against ceased; that venturing out to sea again for the purpose of returning to Tin City, with part of the insured cargo on board, was an unexpected deviation not contemplated when the insurance was written, not assented to afterwards by the insurers.—*Alaska Banking & Deposit Co. v. Maritime Ins. Co. et al.*; *Woodin v. Allianz Ins. Co. et al.*; *Elliott v. Allianz Ins. Co. et al.* (U. S. D. C. Wash.): 156 Federal Reporter, 710.

CONTRACT—WHEN NOT COMPLETE. The plaintiff applied to one N for a policy. N testified that at one time he represented the defendant for a term of three years for fire business, but it

did not appear precisely when this agency began or ended, and that he never had any agency from it for marine business. This testimony was not contradicted. His acts respecting this particular matter do not show that he was attempting to act as agent for the insurance company. His first communication touching the subject was a letter containing the statement that his firm had the insurance to place upon the Monohansett and a request to the defendant to write it. The reply of the defendant was a declination, unless substantial repairs were made. Correspondence ensued, in which the amount expended for purchase and repairs and the rate of insurance and payment were discussed, but N does not assert any power as agent. He is rather asking as a customer for the issuance of a policy. There was no evidence that at the time in question the defendant held out N as its agent generally or as to marine insurance. In its letter of August 3, the defendant repeated in substance what it had said before: "I shall have to ask before writing the insurance that the bills you have and an account of the bills that are incurred be submitted together with the bills showing the purchase price on the steamer. I regret that I positively cannot write the insurance until this is done." This condition never was complied with, and only a promise of performance accompanied the final request. *Held*, That there was no completed contract for insurance.—*Quill v. Boston Ins. Co.* (Mass. S. J. C.): 83 *Northeastern Reporter*, 401.

SUE AND LABOR CLAUSE—SALVAGE EXPENSES. Sums paid out to avert a loss, which, if it had occurred, would have fallen upon the underwriter, may fairly be regarded as in the nature of salvage expenses, and may be brought within the meaning of the sue and labor clause of a marine policy; and the fact that there were expenses incurred to save the cargo alone, and that these expenses were incurred on land, can not defeat the jurisdiction of a court of admiralty of a suit for their recovery under the policy. The insurance company issued a marine policy on a cargo of perishable goods which were to be shipped from Tacoma to Dawson, Yukon Territory, in vessels having refrigerating compartments. The policy insured against ordinary sea perils, including stranding or collisions with any other vessel or with ice, and contained the usual sue and labor clause. The cargo was shipped in one vessel to St. Michaels, and there transferred to another, both owned by the insured, for transportation up the Yukon river. The latter vessel was delayed several days by stranding, and owing to the very low stage of water and the lateness of the season, the master telegraphed insured's manager at Dawson, and had a light draft steamer sent down, to which a portion of the cargo was transferred. On reaching Circle City in October, the river above had become partially closed by ice, and navigation was dangerous. After consultation between the master and manager, the refrigerating vessel was there laid up and the lighter one proceeded until frozen in seventy miles from Dawson. The latter vessel had no refrigerating plant. Both vessels were in danger of being crushed or disabled when the

ice broke up in the spring, and in that event both cargoes would have been lost, owing to the nature of the goods and the impossibility of transporting them at that season, without refrigeration, even if not destroyed. After consultation between insured and a representative of the insurance company, with the latter's consent, both cargoes were transported to Dawson by land during the winter. *Held*, That the cargo was in a position of peril from risks insured against, and that the expense of such transportation was within the sue and labor clause of the policy. The vessel used for the Yukon voyage having been seaworthy when such voyage commenced, the fact that her boilers afterward developed leaks owing to her frequently stranding, by reason of which she was somewhat delayed, did not invalidate the policy, where but for the delays caused by stranding, which was a peril insured against, she would have completed the voyage in safety.—*St. Paul F. & M. Ins. Co. v. Pacific Cold Storage Co.* (U. S. C. C. A. 9th Cir.): 157 Federal Reporter, 625.

MARITIME CONTRACT. A contract between a marine insurance company and an insurance broker, by which the latter agreed to procure insurance for the company on marine risks on commission, and to be responsible for all premiums due on such insurance, is not a maritime contract, and an action thereon by the company to recover such premiums is not cognizable in a court of admiralty.—*St. Paul F. & M. Ins. Co. v. Birrell* [U. S. D. C., Ore.): 164 Federal Reporter, 104.

CERTIFICATES OF DEPOSIT—MEASURE OF LIABILITY. Certificates of deposit, delivered in execution of a provision in a charter party for a deposit in guaranty of insurance, which declare the object of the deposit to be "to indemnify you in case of loss of the cargo," etc., constitute an agreement to indemnify against loss of the cargo, and not an agreement of insurance, and such loss would be the value of the cargo at its destination less the cost of delivery there, and, where this amount is greater than the fund on deposit, the entire fund is applicable to the indemnity. A provision of a charter party for a deposit in guaranty of insurance not having restricted insurance by the shippers to an open policy, must be construed as entitling them to the benefit of any insurance, open or valued, which might have been taken out, up to the amount of the deposit, and, when it is clear that the parties intended a policy for an amount greater than the fund on deposit, the entire fund is applicable to the indemnity. On an open policy of marine insurance on a cargo, the recovery in case of total loss is the value of the cargo at the place of shipment, and does not include a loss of profits. On a valued policy of marine insurance on a cargo, the recovery in case of total loss is the whole amount of the agreed value.—*Leonard v. Bosch* (N. J. Ch. C.): 68 Atlantic Reporter, 56.

SUBROGATION. An insurance company which has a policy on a cargo is not entitled to intervene and participate in a recovery by the owner of the cargo, for damage thereto, unless it has paid

the loss in full.—The *Bodo* (U. S. D. C. N. Y.): 156 Federal Reporter, 980.

CAPTURE AND SEIZURE. A neutral ship carrying a cargo of contraband destined for the ports of one belligerent was captured by a cruiser of the other belligerent, and while being navigated by the captors towards a prize court was wrecked and became a total loss. She was afterwards condemned by the prize court as a lawful prize. The owner had effected a time policy on disbursements in respect of the ship. By the terms of the policy the disbursements were to be deemed to be totally lost if and when the ship was totally lost; and it was "warranted free from captured, seizure and detention and the consequences of hostilities." In an action against an underwriter of the policy Channell J. held [1907] 2 K. B. 248, that, although the capture did not of itself divest the owner's property in the ship, the subsequent condemnation caused the title of the captors to relate back to the date of the capture, so that the owner had no insurable interest in her at the time she was wrecked, and accordingly could not recover on the policy. *Held*, That, as between the owner and the insurer, the question of relation back of the captor's title was immaterial, the true view of the facts being that the owner had lost his ship by capture and the captors had lost their prize by shipwreck, and, loss by capture being excepted from the policy, the owner could not recover.

In the case of the seizure of an enemy's vessel, the subsequent condemnation by a prize court divests the property of the owner as from the date of the seizure. The same rule applies in the case of seizure of a neutral vessel.—*Andersen v. Marten* (Eng. C. A.): [1908] 1 Kings Bench, 601.

DISCOVERY OF SHIP'S PAPERS—PRACTICE. The practice with regard to discovery of ship's papers is peculiar to cases of marine insurance, and cannot be extended so as to allow the making of analogous orders for discovery in other cases of insurance.—*Tannenbaum & Co. v. Heath* (Eng. C. A.): [1908] King's Bench, 1032.

CONTRABAND OF WAR. The transport of military officers of a belligerent state as passengers on board a neutral ship is not a breach of a warranty against "contraband of war" in a policy of marine insurance.—*Yangtze Insurance Association v. Indemnity Mutual Marine Assurance Company* (Eng. C. A.): [1908] King's Bench, 910.

LIEN FOR FREIGHT—ABANDONMENT OF UNDERWRITERS. Where a portion of the cargo of a stranded vessel was salvaged by strangers, under directions, however, of an agent of the insurer which had written a valued policy on the cargo, and with the consent of the agent of the vessel owners, while the master stood by and gave advice, but exercised no control, the operation was equivalent to an abandonment to the insurer as effecting a surrender of the vessel's lien for freight which could not thereafter be resumed as to the salvaged cargo or its proceeds.

The lien for freight being solely for its benefit, the carrier could abandon or relinquish it at any time without impairing its right in the least to a recovery of the freight money.—*Portland Flouring Mills Co. v. Portland & Asiatic S. S. Co. et al.* (U. S. D. C. Ore.): 158 Federal Reporter, 113.

MISCELLANEOUS INSURANCE.

RENEWAL COMMISSIONS. Where the contract between the agent of an insurance company and the company provides that, in case the agent dies while the agency still continues, his heirs shall be entitled to a commission of 5 per cent. on the net amount received by the company on the renewal of certain policies. *Held*, That at the death of the agent his heirs may inherit, not any part of the premiums, but merely a right to be paid by the insurance company of a certain amount of money to be computed on the premiums, and that, accordingly, an inheritance tax is due on the right or claim thus inherited, although the premiums are assessed to the company and taxes are regularly paid on them and the computation of the commission is made only after deduction of the taxes thus paid.—*Succession of Fell* (La. S. C.): 44 Southern Reporter, 879.

SUIT BY NONRESIDENT. A corporation may be sued on a transitory cause of action wherever it is doing business in such a manner or to such an extent as to warrant the inference that it is there present through its agents. Since some of the grounds of jurisdiction enumerated by Code Va. 1904, Secs. 3214, 3215, must appear in order to authorize the issue of process for service in another county, where none of such grounds existed, process could not issue out of the Circuit Court of Frederick county to be served on a foreign insurance company's resident agent in Richmond, in a suit in which the insurance company was the sole defendant, on a policy on the life of a person who did not reside in Frederick county either at the time the policy was issued or at the date of his death—*Deatrick's Adm'r. v. State Life Ins. Co.* (Va. S. C. A.): 59 Southeastern Reporter, 489.

REVOCATION OF LICENSE—AUTHORITY OF COMMISSIONER. Ky. St. 1903, Sec. 634, authorizing the issuance of a license to foreign insurance companies which have "fully complied with the laws of this state," and Sec. 753, authorizing the revocation of such license, where a company has "failed to comply with the law," etc., do not authorize the revocation of a license unless the company has violated the statutes of the state governing insurance companies, the quoted words referring to the provisions of the statutes; and the insurance commissioner cannot revoke a license of a foreign company because it has discharged its state manager by reason of his candidacy for trustee of the company on a ticket in opposition to the ticket supported by the trustees in office, and because it has spent a part of the company's funds in soliciting support for its candidates for trustees, the amount so spent not affecting

its solvency.—*Mutual Life Ins. Co. v. Prewitt, Ins. Com'r.* (Ky. C. A.): 105 Southwestern Reporter, 463.

SPECIAL CHARTER COMPANY—AMENDMENT TO CHARTER. Where an insurance company was organized by Acts Ind. 1832, p. 144, Ch. 138, providing that it should have a capital stock of \$100,000, an amendment thereof by Acts 1873, p. 162, Ch. 65, providing that the capital stock might be increased from time to time to such additional sum or sums as might be determined by a vote of the majority in value of the stockholders, was a violation of Const. Art. 11, Sec. 13, providing that corporations other than banking corporations should not be created by special act; a change in the amount of a corporation's capital stock being fundamental and not authorized without legislative authority. Where a special act authorizing an insurance corporation to increase its capital stock was void, the contract of a subscriber to such stock was without consideration and unenforceable either by the corporation or its receiver. A subscriber to stock in an insurance company issued under the authority of an unconstitutional statute was not estopped to deny his liability on such subscription because he had voted the stock and participated in the management of the corporation by virtue thereof.—*Marion Trust Co. v. Bennett et al.* (Ind. S. C.): 82 Northeastern Reporter, 782.

EMPLOYER'S LIABILITY INSURANCE—NOTICE OF ACCIDENT—NEGLECT OF SERVANT. Under the provision of a policy indemnifying one against liability for injuries to others from its teams, that assured, on the occurrence of an accident and also on receiving information of a claim on account of an accident, shall give immediate notice of the accident or claim to the insurer, insured is not excused from giving notice of an accident merely because none of its general officers or directors or any one who had the duty of adjusting differences between it and the insurer had knowledge thereof; but, while the knowledge of the driver who caused the accident is not imputable to insured, yet, if he reported it to one whose duty it was in the ordinary and natural conduct of the business to receive reports of accidents and transmit them to the general superintendent, and he failed to transmit such knowledge, insured is chargeable for his delay and neglect.—*Wolverton v. Fidelity & Casualty Co.* (N. Y. C. A.): 82 Northeastern Reporter, 745.

BURGLARY INSURANCE. A policy of burglary insurance for \$800 provided that "if the insured is the occupant of an apartment in an apartment or flat-house, this insurance covers goods in a locked storeroom provided for the exclusive use of the assured by the landlord in the same house to the extent of fifty dollars and no more." The plaintiff was an occupant of a flat-house containing four flats, two on the first and two on the upper floor, each one of which is separated from all the others by unbroken wall. The basement was partitioned off by open slat work into rooms, four of which were fitted up and used by the tenants for laundry

rooms. Plaintiff was allotted one of these laundry rooms. In this laundry was a stove. The laundry was used by the plaintiff's family, not only for laundry purposes, but also for the making of preserves and for cooking such articles of food as required considerable time in their cooking. The door to this laundry was a slat door with an ordinary flat door lock and key. Vegetables and other articles of food were also stored in the laundry. Plaintiff and his wife packed their winter clothing and some lace curtains in three trunks, locked them, and for want of room in the flat proper stored the trunks in the laundry. About August 15 following, some person or persons unknown entered the basement, forced the door to plaintiff's laundry, broke open the trunks, and took, stole and carried away the wearing apparel of plaintiff and his wife, and the window curtains, all valued by plaintiff at over \$900. The stolen goods were never recovered. Plaintiff gave notice of the loss to defendant company and made proofs of loss, as required by the stipulations in the policy. *Held*, That the provision of the policy limiting the liability of the company to fifty dollars did not apply to the loss.—*Michaels v. Fidelity & Casualty Co. (St. Louis C. A.)*: 105 Southwestern Reporter, 783.

ANTI-REBATE LAW—OPTION TO PURCHASE STOCKS. Policies of life insurance expressed substantially in this form: "An option for the purchase of shares of the capital stock of the company at \$40 per share (par value \$10), is extended to all persons who take insurance in the company, based upon the ratio of two shares to every \$1,000 of insurance purchased, the conditions thereof being contained in the option forwarded with the policy," do not violate the provisions of the Act of Pa., May 7, 1889, P. L. 116, as amended by the Act of July 2, 1895, P. L. 430.—*Girard Mut. Life Ins. Co. v. Philadelphia Life Ins. Co.* 34 Pennsylvania County Court Reports, 296.

PLATE GLASS INSURANCE—RIGHTS OF LESSEE. The plaintiff kept a drug store. His landlord had the glass window front of the store insured by the defendant. It was broken by a bat or ball on the outside. Instead of paying the landlord the amount of the damage done to it, the defendant agreed with him to replace the pane, but, it is claimed, neglected to keep such agreement by doing the repairs promptly, and meanwhile the weakened pane fell in upon the plaintiff's goods and damaged the same, and the plaintiff also had to hire a watchman to keep people from coming in through the broken front. *Held*, That the plaintiff had no privity with the said agreement, and therefore can not maintain an action upon it or for damages to him by its breach. The landlord assigned to the plaintiff any right of action the former had against the defendant for damages for the said breach, and the action is brought upon that cause, and also for the damages to the plaintiff himself by the breach. *Held*, That there being no evidence that the landlord suffered any damage the plaintiff could not recover damages under the assignment.—*Munk v. Maryland*

Casualty Co. (N. Y. S. C. App. Div.): 107 New York Supplement, 215.

PREMIUM NOTE—CANCELLATION OF POLICY. The insured gave his note for the premium, which note he failed to pay at maturity. The company thereupon wrote the insured and demanded "a settlement of the note in question for the proportionate part of the note for the time the insurance was in force." Thereafter the company again wrote insured demanding payment of the note and threatening suit. A short time thereafter the insured sent his check for an amount covering the time from the date of the policy to the maturity of his note. P. the general agent of the company, brought this suit to collect the full amount of the note. The plaintiff testified that the policy lapsed on the date the note became due and was unpaid. *Held*, That having once elected to treat the policy as lapsed and the insured having acted on that election and having sent to the company his check for the proportionate amount demanded, the company is bound by the election.—Parker v. Murphy (N. Y. S. C. App. Tr.): 107 New York Supplement, 202.

NON-PAYMENT OF PREMIUM NOTE. The insured settled the premium on his policy, part cash and part by note, receiving his policy together with a receipt for the first premium. Before the note came due the plaintiff, who was the general agent of the company, acting for the company, sent insured notice of the maturity of his note. The defendant refused to pay the note and sent his policy to the company with a letter as follows: "I have paid for protection up until March 30 of this year and now return by special messenger, policy with instructions to cancel same on that date." The plaintiff promptly returned the policy and requested payment of the note in full or in part. The defendant refused to retain the policy and again returned it to the plaintiff. He failed and refused to pay his note at maturity. *Held*, That the delivery of the policy and receipt for the first year's premium was a good and valid consideration for the note, and that the defendant was liable for the full amount thereof.—Parker v. Simpson (N. Y. S. C. App. Tr.): 107 New York Supplement, 199.

FIDELITY INSURANCE—LIABILITY FOR PREMIUM. A bond procured by a State officer to be issued by a bonding company to the State guaranteeing the faithful performance of duty by such officer, which is in terms indefinite as to duration, will, in the absence of any stipulation to the contrary, be regarded as remaining in force during the incumbency of such officer on his present term, and, where the consideration for such bond moving from the officer to the company is the payment in advance by the officer of a specified annual premium, he will be liable to the company for such payment during the term for which the company is liable to the State on the bond.

But, where, in a trial to recover against the officer for an annual premium, the application is introduced in evidence by the

company as constituting in part its right of recovery, that instrument becomes a part of the bond, and, if its language, taken in connection with that of the bond, imports that the bond is to run indefinitely, one year at a time, providing payment of the annual premium is made, the contract will be treated as continuing only upon the condition of mutual assent by the parties, and if such assent is not had, the officer will not be liable to the company in such action.

Because of the refusal by the officer to assent to a renewal and his refusal to pay an annual premium, the obligation of the company under the bond to the State for future conduct of the officer does not attach.—*Bryant v. American Bonding Co.* (Ohio S. C.): 82 *Northeastern Reporter*, 960.

REBATE OF PREMIUM. Under Ky. St. 1903, Sec. 656, providing that every insurance company, officer, or agent thereof who shall grant a rebate on a policy of insurance not specified in the policy contract shall be fined, an agent of the company who knowingly participates in the act of the insurance broker who secured the contract in granting such a rebate is guilty of the act prohibited, and liable for the penalty imposed.

Ky. St. 1903, Sec. 656, provides that no insurance company or agent thereof shall make any contract of insurance or agreement as to such contract other than is plainly expressed in the policy issued thereon, nor pay or allow any rebate of premium payable on the policy, or advantage in the dividends, or other benefit to accrue thereon, not specified in the policy contract of insurance. *Held*, That the object of the statute is to prevent insurance companies from discriminating in favor of individuals between insureds of the same class, either as to premiums charged or dividends allowed, and should be given a reasonable interpretation and strict, though not oppressive, enforcement.—*Hilton v. Commonwealth* (Ky. C. A.): 105 *Southwestern Reporter*, 956.

MANDAMUS. An insurance commissioner, in issuing a license to an insurance company to do business in the State, acts judicially, and his discretion can not be reviewed by mandamus on the ground that the policy which the company issues is on its face violative of the statutes of the State, and the contention that mandamus would lie to compel him to revoke such license for acts done since the license was granted is untenable where there is no evidence de hors the policy itself.

An insurance policy providing that, in consideration of the policyholder giving information as to insurance agents and risks, an annual income based on 1 per cent. of the amount of cash premiums taken in by the company in any one year would be given such policyholder, operates as an illegal discrimination, and is violative of Code Miss. 1906, Sec. 2600, prohibiting any distinction or the allowance of any special favor or advantage in the dividends or other benefits payable or to accrue on an insurance policy.—*Cole v. State ex rel.* (Miss. S. C.): 85 *Southern Reporter*, 11.

BREACH OF CONTRACT. The plaintiffs brought action against the defendant company for the recovery of damages for breach of contract of agency entered into between the plaintiffs and the N. company, an Iowa corporation, alleging that the N. company sold and transferred all its assets to the defendant company, which assumed and agreed to pay all valid and outstanding liabilities of the Iowa company. By the terms of the contract either party could terminate the agreement in 30 days after giving the other party notice to that effect. *Held*, That the complaint did not authorize a recovery, in addition to services rendered, of probable or prospective damages following as a natural consequence of the termination of the contract and arising during the 30 days after notice.—*Wilson et al. v. Northwestern National Life Ins. Co.* (Minn. S. C.): 114 Northwestern Reporter, 251.

JUDGMENT BY DEFAULT—EXCESSIVE DAMAGES. Where, in an action against a foreign insurance company, plaintiff obtained judgment by default for the amount of the policy, together with damages and an attorney's fee, and defendant, without moving to open the default, removed the case to the Court of Civil Appeals by writ of error, where plaintiff filed a remittitur of the damages and attorney's fee, the only error alleged being that the judgment was excessive to that extent, it will be reformed and affirmed, less the remittitur, and will not be reversed and remanded to enable defendant to make a defense under Rev. St. Tex., 1895, Art. 1029a, providing that if the Court of Civil Appeals should be of the opinion that the judgment was excessive, and for that reason only that the cause should be reversed, it shall indicate to the party in whose favor the judgment was rendered the amount of the excess, and, if a remittitur be filed, shall reform and affirm the judgment.

Where a judgment was rendered against a foreign insurance company by default, it was not entitled to urge for the first time on a writ of error, as ground for reversal, that its default was due to accident, and that it had a valid defense to the action; the proper remedy being an application to the trial court to set aside the judgment and open its default.—*New York Life Ins. Co. v. Herbert* (Tex. C. C. A.): 106 Southwestern Reporter, 421.

EMPLOYERS LIABILITY INSURANCE—LIABILITY OF COMPANY. An employer's liability insurance company, which procures the discharge of an employee, who has sued the insured employer for personal injury, with intent to injure him, is liable to such employee in damages.—*Gibson v. Fidelity & Casualty Co.* (Ill. S. C.): 83 Northwestern Reporter, 539.

EMPLOYER'S LIABILITY INSURANCE—ASSIGNMENT OF CLAIM. A provision of an employer's insurance policy, prohibiting its assignment by the assured unless with the consent of the insurer, has no application to an assignment of a cause of action which has already accrued thereon and after the policy has expired by its terms. A provision of an employer's insurance policy that "no

action shall lie against the company as respects any loss under the policy unless it shall be brought by the assured himself to reimburse him for loss actually sustained and paid by him, and in satisfaction of a judgment after trial of the issue," does not prevent the maintenance of an action on the policy by an assignee of the claim for indemnity, who for value received from the assured has assumed and paid the judgment liability, which within the true meaning of such provision is equivalent to payment by the assured. A policy, insuring against loss resulting from the injury or death of an employe of the assured through its negligence, limited the liability of the company for loss through the injury or death of one person to \$5,000, but further provided that, "if any suit is brought against the assured to enforce a claim for damages on account of an accident covered by this policy, immediate notice thereof shall be given to the company and the company will defend against such proceeding in the name and on behalf of the assured, or settle the same at its own cost, unless it shall elect to pay the assured the indemnity provided for." An action was brought against the assured, resulting in a judgment against it for \$5,000, which was affirmed on appeal, and then paid by the assured. *Held*, That the phrase "at its own cost" as used in such provision of the policy, meant the same as "at its own expense," and was not limited to the taxable court costs of the action, but included whatever expenditure was necessary in defending the suit, such as court costs, attorneys' and stenographers' fees, and the like, which the company was required by such provision to pay, although it might be in addition to the \$5,000, limited in case it elected not to defend or settle; that as so construed the company was liable for the amount of the judgment, increased by whatever of such expense was paid by the assured, with interest thereon from the time of such payment, but was not liable for interest on the judgment pending the appeal, during which time the assured had the use of the money.—*Maryland Casualty Co. v. Omaha Electric Light & Power Co.* (U. S. C. C. A., 8th Cir.): 157 Federal Reporter, 514.

RIGHTS OF TRUSTEE. A bankrupt was managing agent for a life insurance company under a contract having several years to run, which entitled him to an interest in renewal premiums on policies previously written when collected, so long as the contract was in force, subject to the right of the company to terminate such interest, if dissatisfied, or if the bankrupt failed to comply with the contract. In case of his death, his widow or estate was entitled to receive such interest for five years, subject to a fee for collection. *Held*, That such interest was property which the bankrupt could have transferred and therefore passed to his trustee under Bankr. Act July 1, 1898, c. 541, sec. 70a, 30 Stat. 565 [U. S. Comp. St. 1901, p. 3451]. In re Wright (U. S. C. C. A. 2nd Cir.): 157 Federal Reporter, 544.

AMENDMENT TO CHARTER—RIGHTS OF STOCKHOLDERS. Insurance Law N. Y. (Laws N. Y. 1892, p. 1955, c. 690, sec. 52, as amended

by Laws N. Y. 1906, p. 733, c. 326), providing that, on reincorporation or amendment of the charter of any life insurance company having capital stock, it may, by a majority vote of its directors, confer on its policyholders, or on such policyholders as may have a prescribed amount of insurance, the right to vote for all or any less number of directors in such manner not inconsistent with any provision of the charter as may be authorized by a vote of the stockholders representing at least a majority of the capital stock, is not unconstitutional as depriving stockholders of their vested right to vote for a majority of the directors; the legislature being authorized to so amend the charters of insurance companies and limit the voting power of stockholders by Const. N. Y. 1846, art. 8, sec. 1, and 1 Rev. St. N. Y. (1st ed.), p. 600, pt. 1, c. 18, tit. 3, sec. 8, authorizing the alteration, amendment or repeal of all corporate charters.

Where, after the execution of a voting trust agreement, including a majority of the stock of an insurance corporation, for the purpose of amending the corporation's charter to bring about mutualization, a special act was passed authorizing such amendment, such agreement, though invalid as a voting trust, while unrevoked, constituted a valid proxy or written authority to the trustees to vote the stock, especially where it was voted in accordance with the express approval and consent of the stockholder.—*Lord v. Equitable Life Assur. Soc. (N. Y. S. C. Sp. Tr.)*: 108 New York Supreme Court, 67.

NOTE GIVEN FOR PREMIUM—BONA FIDE HOLDER. The defense was that the note was delivered to the payee in payment of a premium on a life insurance policy solicited by L, who was a life insurance agent; that L diverted the note; that the policy was canceled for nonpayment of the premium; that therefore the note was not of valid inception, and was without consideration; and that the plaintiff, having knowledge of these circumstances, was not a bona fide holder or a holder for value. There is no proof that the plaintiff had any knowledge of these facts, save that L, at the time he sought discount, said to the plaintiff that he had received the note for life insurance premium, as he had stated as to notes of other makers theretofore discounted for him. *Held*, That this information did not affect the status of the plaintiff as a bona fide holder, and did not require further inquiry by it. The note was to the agent personally, and such transactions are of common occurrence.—*Wallabout Bank v. Peyton (N. Y. S. C. App. Div.)*: 108 New York Supplement, 42.

LIVE STOCK INSURANCE—STATUTORY REGULATION. Where a live stock insurance company was incorporated as a mutual relief association without capital stock, in which the relief funds were created and sustained by assessments, the articles being filed in the office of the secretary of state, under Rev. St. Tex. 1895, art. 642, subd. 46, authorizing the incorporation of live stock insurance companies, the corporation was not required to comply

with title 58, regulating other insurance companies, from which it was expressly exempted by article 3096, Sayles' Ann. Civ. St. Tex. 1897. The amendment of Rev. St. Tex. 1895, art. 642, subd. 46, making live stock insurance companies subject to all the provisions of title 58, applicable to insurance companies generally, adopted April 23, 1907 (Laws Tex. 1907, p. 291, c. 150), had no application to a quo warranto proceeding to cancel the charter of a mutual live stock insurance company because it did not comply with title 58, which proceeding had been disposed of when the amendment was adopted.—*State v. Burgess et al.* (Tex. C. C. A.): 107 Southwestern Reporter, 366.

EMPLOYER'S LIABILITY INSURANCE—NOTICE OF INJURY. Where an employer's liability policy provided that, on the occurrence of an accident, the assured should give immediate notice thereof, with fullest particulars, etc., it was not intended that the answers to questions furnished by the company in case of an accident should be as certain as an answer to a complaint, and the fact that in a report to the company of an accident the assured stated that the injured employe and another erected a staging, the fall of which caused the injury, whereas in fact the staging was erected by carpenters, did not constitute a failure to comply with the terms of the policy. Defendant issued an employer's liability policy to plaintiff company, which was thereafter sued by an employe on two causes of action, one for injuries sustained prior, and one for injuries sustained subsequent to the issuance of the policy. Plaintiff settled the action by paying the employe \$2,000, receiving a release of the claims. Defendant in writing consented to the settlement, agreeing that the settlement and release should entitle plaintiff to the same right of action on the policy as if the amount paid in settlement had been paid in satisfaction of a judgment for the injured employe. *Held*, That both the agreement of settlement and the consent thereto being silent as to the amount paid in settlement of the employe's claim, or as to which cause of action it was paid on, parol evidence in an action on the policy was admissible to show that the agreement was that the whole amount of \$2,000 was paid in settlement of the second cause of action.—*Moran Bros. Co. v. Pacific Coast Casualty Co.* (Wash. S. C.): 94 Pacific Reporter, 106.

RIGHT OF RECOVERY. Where the treasurer of a city paid life insurance premiums with checks bearing the name of the city and signed by himself as treasurer, the insurance company was charged with notice that it was receiving for his individual debt funds of the city, and the city was entitled to recover the amount of the checks from the insurance company. The negligence of the auditing officers of the city in not sooner discovering that the treasurer had made use of the city's funds in payment of the premiums was not available as a defense in an action by the city to recover the funds so misappropriated. The fact that before the action was brought the insurance company had distributed the money among

its policyholders, so that it had no funds on hand to meet the demands of the city, was no defense. Defendant offered to prove that it was common in the course of its business for it to receive checks in payment of premiums drawn on funds not belonging to the person making the payment, and offered to prove that, if defendant should attempt to inquire into all checks received by it from policyholders not issued in the name of insured, it could not carry on its business, as such inquiry was a practical impossibility. *Held*, That the offer was properly excluded. It having been the duty of the insurance company to return the funds without a demand by plaintiff, it was liable for interest from the time when the money was received.—*City of Newburyport v. Fidelity Mut. Life Ins. Co.* (Mass. S. J. C.): 84 *Northeastern Reporter*, 111.

CONTRACTOR'S BOND—NOTICE OF DEFAULT. Where a surety company guaranteed the performance of a bridge company's contract with a county, and required the county to give notice of any default on the part of the bridge company within a specified time, the county was not bound to discover a secret fraudulent substitution of lighter materials by the bridge company for those specified, as soon as it was committed and given notice thereof, in order to retain its security. Such notice was not due until the county was appraised of the default, or should have known thereof in the exercise of reasonable diligence. County bridge contracts required the construction of completed bridges within specified periods. Defendant executed a surety bond securing the contractor's performance of the contract according to specifications, and requiring notice of any default on the part of the contractor within a specified time. The contractor, immediately after obtaining the contract by a corrupt conspiracy with the county's engineer, scaled down the specifications, so that the bridges as constructed contained nearly 134,000 pounds less steel than was required by the specifications as originally drawn. *Held*, That notice having been promptly given to the surety after discovery of the fraud, in one case before the bridge had been completed and in the other within a few days thereafter, it was in time. A contract for the construction of certain bridges provided that they should be constructed according to certain specified plans and specifications, payment not to exceed 75 per cent. of the cost of materials delivered to be made on bills presented by the contractor during the pendency of the work. The contractor fraudulently substituted lighter materials and by virtue of a conspiracy between it and the county's engineer bills were presented in excess of 75 per cent. of the real cost of the materials furnished, but not in excess of 75 per cent. of the cost of the materials if they had complied with the specifications as shown by the vouchers. *Held*, That the bridge company's surety was not discharged from liability on the ground that the county had failed to retain the reserve provided for by the contract until the work was completed.

Where a county bridge contractor, by corrupting the county's engineer, secured the approval of vouchers calling for more than

75 per cent. of the cost of materials furnished during the performance of the contract, the contractor's surety for the performance of the contract could not claim that the county was estopped to deny that such vouchers were false, and that it had been induced by fraud to pay the contractor more than he was entitled to, for which reason the surety claimed it was discharged from liability. Where a county bridge contract provided for payment of 75 per cent. of the cost of the materials furnished during the work, and the engineer's estimates on which payments were made were strictly in accord with the contract, if such estimates were fraudulently exaggerated in the interest of the contractor by virtue of a fraudulent substitution of lighter materials, the contractor could not refuse to be bound thereby, nor could its surety take advantage thereof. Where a county did not consent to or have knowledge of the act of a bridge contractor in substituting lighter materials for those contracted for and sued for damages caused by such substitution, the contractor's surety could not claim that it was discharged because the bridges were erected of materials of a substantially different kind and character from those contracted for without the surety's consent or waiver.—*Van Buren County v. American Surety Company (Iowa S. C.)*: 115 Northwestern Reporter, 24.

LIMITATION OF ACTION. One who voluntarily takes out a policy on the life of his infant niece, payable to himself, and pays all premiums, intending to reimburse himself out of the proceeds of the policy, can not enforce his claim for reimbursement until her death; and hence the statutes of limitation do not begin to run against such claim until then.—*Stokes et al. v. Waters' Ext'r.* (Ky. C. A.): 108 Southwestern Reporter, 275.

DEFENSE OF ACTION—LIABLE FOR LEGAL EXPENSES. An employer's liability policy, indemnifying the insured against loss from common law or statutory liability for damage on account of bodily injuries, provided for immediate notice to the insurer of accidents and claims made on account thereof, and that insurer would defend suits brought therefor, but declared that no action should lie thereunder unless brought to reimburse insured for loss actually sustained and paid by him in satisfaction of a judgment. *Held*, That the covenant to defend and the last provision recited were dependent, and hence the insurer was not liable for expenses of insured in successfully defending a suit for injuries.—*Lawrence v. General Acc. Assur. Corp. (N. Y. S. C. App. Div.)*: 108 New York Supplement, 939.

EMPLOYERS INDEMNITY INSURANCE—ACCRUAL OF ACTION. The policy provided that no action should lie against the company unless brought within 60 days after final judgment against the insured, and payment and satisfaction of the same upon the record. Judgment was entered against the insured December 8, 1904. On February 4, 1905, and within 60 days from the date of the judgment suit was brought by the assured against the insurance company,

and on February 6, 1905, the judgment satisfied on the record. *Held*, That the action having been brought before the satisfaction of the judgment it was premature and could not be maintained.—United States Tube & Iron Co. v. Maryland Casualty Co. (Pa. S. C.): 68 Atlantic Reporter, 1026.

RIGHTS OF TRUSTEE. A bankrupt, while insolvent, on January 2, 1901, purchased for \$2,830 a deferred annuity from defendant, a mutual life insurance company, defendant agreeing to pay the bankrupt \$1,000 a year for the rest of his life, beginning July 1, 1916. *Held*, That as the defendant's contract was wholly executory, so far as it was concerned, and as the defendant was benefited and not harmed by a termination thereof in 1907, the bankrupt's trustee was entitled to elect to cancel the contract and recover the consideration paid by the bankrupt therefor, for the benefit of creditors.—Smith v. Mutual Ins. Co. (U. S. C. C. Mass.): 158 Federal Reporter, 365.

LIABILITY FOR ASSESSMENTS. A foreign assessment insurance company with its home office in the state of its origin issued policies there to a domestic corporations on applications sent by mail to the home office by the treasurer of the domestic corporation, either from his home in a sister state or from New York. The policies were sent by mail either to the company in New York or to its treasurer in the sister state. *Held*, That the insurance company did not transact business in New York within the meaning of the insurance law, and a receiver of the insurance company might resort to the courts of New York to enforce the liability for assessments. Where policies issued by an assessment insurance company stipulated that, if the premium charged was insufficient to pay losses, the directors might charge a pro rata additional sum to make up the deficiency, etc., an assessment made by the directors, or by the court through its receiver on the insolvency of the company, was prima facie evidence of a necessity thereof and that the amount thereof was proper.—Stone v. Penn Yan, K. P. & B. Ry. (N. Y. S. C. App. Div.): 109 New York Supplement, 374.

ISSUANCE OF LICENSE—MANDAMUS. Where it is the clear ministerial duty of an insurance commissioner to issue a certificate to a foreign insurance company entitling it to do business in the state, mandamus will lie to compel its issuance, and the fact that the insurance company had not complied with a statute which it claimed was unconstitutional will not defeat jurisdiction, since the constitutionality of the act may be determined in that proceeding. Under Rev. St. Texas 1895, arts. 3048, 3050, 3061, 3062, providing that a foreign insurance company, as a condition of doing business in the state, must comply with all the requirements of law, and furnish a statement giving certain information, and obtain a certificate from the insurance commissioner, who is vested with discretionary power, as shown by article 3048, providing that the commissioner "be satisfied that such company has fully and in good faith complied with all requirements of the law and is possessed

of the amount of capital stock required by law," and further authorizing the commissioner to "make or cause to be made such examinations into the affairs of the company as he may deem prudent," mandamus will not lie to compel the commissioner to issue the certificate before he has completed his investigations, as his action is discretionary, and there is no absolute ministerial duty on him.—*Metropolitan Life Ins. Co. et al. v. Love* (Tex. S. C.): 108 Southwestern Reporter, 821.

TAXABLE CREDITS—POLICY LOAN. Complainant, a New York life insurance corporation, made so-called "policy loans" to policyholders in Louisiana; the transactions being as follows: When sufficient premiums had been paid on a policy to give it a recognized reserve value, complainant on application would advance the amount of such reserve value to the holder, taking the policy in pledge, and requiring the insured to pay in addition to each future annual premium a sum equal to the interest on the amount of the advance. Such advance was never collected until the policy matured or lapsed, when it was deducted from the amount due from complainant thereon. Complainant also made to some policyholders what was called "premium lien note loans," which were essentially the same as the policy loans; the only difference being that, instead of making an advance, complainant extended credit for premiums when due, taking notes which were in like manner charged against the reserve value of the policy. *Held*, That the transactions were not loans in either case, but were merely advance payments on the earned value of the policies, and did not constitute "credits" in favor of complainant, which were taxable. A Bank deposit kept by a New York life insurance company in New Orleans, in which collections were placed solely for transmission to New York, the amount deposited being reported daily, and a draft made each week by the treasurer of the company for the full amount of the week's deposits, against which no one in Louisiana was authorized to draw, and no part of which was used in the company's business in that state, is not taxable in Louisiana.—*New York Life Ins. Co. v. Board of Assessors et al.* (U. S. C. C. La.): 158 Federal Reporter, 462.

BREACH OF WARRANTY. A statement that an employe's accounts have been examined up to a certain date and found correct is material to the undertaking of an insurer of the fidelity of such employe, and, if false, whether intentionally or from honest mistake, the insurer is not liable on a contract made in part on his faith thereon. An auditor's finding that a statement by an employer in applying for insurance of the fidelity of an employe was untrue, in that examination of checks drawn against his bank account would have disclosed obvious forgeries, cannot be controlled by the forged checks as evidence, however good the imitation of the employer's signature might be, since he knew just what checks he had intrusted to the employe. Evidence of an employer's lack of education and deficiencies as a bookkeeper would

not tend to show that he had examined his employe's accounts and found them correct, as stated by him in applying for fidelity insurance. Where, at the time a fidelity insurance contract was executed, the employe whose fidelity was insured was a defaulter to a large amount, and proper examination of his accounts would have disclosed the fact, no recovery can be had against the insurer, who entered into the contract relying on the employer's statement that his accounts had been examined and found correct.—*Glidden v. United States Fidelity & Guaranty Co.* (Mass. S. J. C.): 84 *Northeastern Reporter*, 143.

RIGHT OF COMMISSIONS. In an action by an insurance agent for commissions, an instruction that if plaintiff was to receive certain commissions on the first year's premiums on insurance written by him, which commissions were not to be paid in cash, and if plaintiff procured the insurance and the first year's premiums thereon had been paid defendant and plaintiff's commissions had not been paid, etc., was not inconsistent with an instruction that, if plaintiff, with defendant's consent, accepted notes for first year's premiums on policies to be issued, and turned the notes over to defendant for collection, unless it accepted the notes in lieu of cash settlement of the premium, plaintiff was entitled to his commissions only on such amounts as had been collected by or paid to defendant on the notes, since the first applied to cases where the first year's premium was paid in cash, and the other to cases where notes were given.—*State Life Ins. Co. v. Postal* (Ind. A. C.): 84 *Northeastern Reporter*, 156.

EMPLOYMENT OF BROKER. Plaintiff, an insurance broker, was requested by defendant to renew certain insurance according to a custom under which plaintiff's compensation was derived from the insurers after the premiums were paid. Certain of the policies were canceled, because a reduced rate was obtainable for payment of premiums thereon, whereupon plaintiff sued defendant for commissions on such policies. *Held*, That plaintiff, if regarded as defendant's agent to place the insurance, was bound to secure it at the best possible rates, and his failure to do so justified defendant in refusing to pay the premiums and canceling the policies, and relieved him from any liability for plaintiff's services.—*Strasburger v. Goldenberg et al.* (N. Y. S. C. App. Tr.): 109 *New York Supplement*, 803.

BURGLARY INSURANCE—POLICY. The policy insured the plaintiff against "direct loss by burglary, larceny, or theft." On the morning of February 9, 1904, the plaintiff's wife placed a bag containing jewelry in a closet. She locked the closet, but left the key in the door. She was not at the house in the afternoon until about 4:30 or 5 o'clock. The servant in the employ of the plaintiff was also out during this afternoon, and returned about half an hour before the plaintiff's wife. At about 8 o'clock in the evening the plaintiff's wife again went out. When she returned the bag of jewelry, which she swears she left in the closet was missing. There

was no evidence upon the question of theft or burglary, other than that recited above. *Held*, That the mere fact that the jewelry was missing from the closet where it had been placed was not, standing alone, sufficient to sustain a recovery under the terms of this policy.—*Schindler v. United States Fidelity & Guaranty Co.* (N. Y. S. C. App. Tr.): 109 New York Supplement, 723.

PRINCIPAL AND AGENT. The general manager of the defendant company wrote the plaintiff a letter introducing S as a successful soliciting agent of the defendant, and asking plaintiff to assist him. In this letter the general manager also wrote: "You push the button, Mr. S will do the rest; and perhaps between you a nice sum of money could be divided outside of the company's share." S agreed with the plaintiff to divide his commission with him on all business written by their joint effort. Through plaintiff's assistance S wrote some business, but failed to pay the plaintiff any part of the commission therefor. Plaintiff brought this action against the company to recover his share of the commission. *Held*, That the company is not liable.—*Rhone v. National Life Ins. Co.* (Colo. S. C.): 95 Pacific Reporter, 298.

FIDELITY BOND—INSURANCE CONTRACT. A bond issued by a fidelity company to a bank which guarantees the bank against any loss it may sustain between designated dates in consequence of the infidelity of its employe, and which stipulates that after the expiration of a specified time after proofs of loss it will pay to the bank the amount of any loss to the bank through the dishonesty of the employe, is an insurance contract, subject to the rules of construction applicable to insurance policies generally. A fidelity company issued a bond to a bank guaranteeing the bank against any loss it might sustain for a year in consequence of the infidelity of an employe, subject to renewal from year to year. Prior to the expiration of the bond the company notified the bank thereof, requesting it to fill in a certificate, and stating that on receiving the certificate a renewal receipt would be made. The bank through its president signed and returned the certificate, which recited that the books and accounts of the employe had been examined from time to time in the regular course of business and had been found correct, and that all moneys handled by him had been accounted for. A renewal certificate was issued on the faith of the certificate. *Held*, That the representations in the certificate were material, and, if false, relieved the company from liability. A fidelity company issued its bond to a bank guaranteeing the bank against any loss it might sustain during a year in consequence of the infidelity of an employe to the amount of \$10,000. The bond was subsequently renewed twice, each renewal being for one year. The renewal certificates provided that the aggregate liability of the company from the date of the issuance of the bond to the date of the expiration of the certificate should not exceed such sum. There was an embezzlement in each year, in the first, \$3,000, and in the second and third years, \$24,000 and \$36,000, respectively. *Held*, That the renewal certificates precluded the bank from recover-

ing more than the face value of the original bond, together with interest thereon.—United States Fidelity & Guaranty Co. v. First National Bank (Ill. S. C.): 84 Northeastern Reporter, 670.

LIABILITY OF INSURED. The plaintiff, an insurance agent, took from the defendant an application for insurance, in which the amount of the premium was left blank. He took, however, a note for the first premium in a specified amount. The policy, when delivered to the applicant, recited a slightly larger sum as the annual premium, but acknowledged receipt of the first premium. The insured kept the policy, never offered to return it, and made no objection, until after the note matured. *Held*, That a verdict against the defendant for the amount of the note was proper.—Caldwell v. Campbell (Ga. C. A.): 61 Southeastern Reporter, 290.

LIVE STOCK INSURANCE—STATUTE. A "live stock insurance company" incorporated under Rev. St. Tex. 1895, art. 642, subd. 46, authorizing the incorporation of fire, marine, life and live stock insurance companies, to conduct a live stock insurance company on a mutual or co-operative plan without capital stock, and to issue policies of indemnity on live stock to its members, is a live stock insurance company conducted on the mutual or co-operative plan, and is not a "mutual relief association" within article 3096, providing that nothing in the title—title 58, entitled "Incorporation of Insurance Companies"—shall apply to mutual relief associations.

Rev. St. Texas 1895, art. 3028, providing that any number of persons desiring to form a company to transact insurance business shall adopt and sign articles of incorporation and submit the same to the attorney general, who, on finding them to be in accordance with the law of the state, shall attach his certificate thereto, etc., when considered in connection with the history of the legislation showing that it is formed from the act of 1875, containing provisions for the filing of the certificate of articles of incorporation of fire and marine insurance companies, and the act of 1876 containing a like provision applicable to all insurance companies, and when considered in connection with other provisions of the title entitled "Incorporation of Insurance Companies," is a general provision applicable to all insurance companies except such as may be excluded by section 3096, providing that nothing in the title shall be construed to apply to mutual relief associations. Rev. St. Tex. 1895, art. 3029, providing that the articles of incorporation of insurance companies shall contain the amount of the capital stock, which shall in no case be less than \$100,000, taken from the provisions of the pre-existing statutes relating to stock companies, means that stock companies shall not have less than \$100,000 capital stock, and does not limit the general provisions of article 3028 providing for the incorporation of companies for the purpose of transacting insurance business to stock companies, or to any other class of companies.—State v. Burgess et al. (Texas S. C.): 109 Southwestern Reporter, 922.

RIGHT OF RENEWALS. The plaintiff entered into contract to act as agent for the defendant company, one of the clauses of the contract being as follows: "It is agreed that said party of the second part shall be allowed, under this agreement, the following compensation only, unless otherwise expressly stipulated in writing, namely, a commission on the original or renewal cash premiums which shall, during his continuance as said agent of said party of the first part, be obtained, collected, paid to and received by said party of the first part, up to and including the — year of assurance (should his agency continue so long) on policies of insurance effected with said party of the first part by or through said party of the second part, which commission shall be at and after the following rates." Section 21 provides that: "It is agreed that if said party of the second part secures during the first twelve calendar months of the continuance of this agreement, new insurance on the plans designated in section twentieth hereof, subject to all the terms and conditions of said section, amounting to the sum of fifteen thousand dollars, upon which the original cash premiums for the first year of assurance shall have been paid to and received by said party of the first part during said period, or within thirty days thereafter (policies paid by less than ten annual premiums excepted) said party of the second part shall be entitled to a commission of five per cent. on such renewal premiums of business written as aforesaid, as shall renew for the second year of assurance; and for every additional fifteen thousand dollars procured as aforesaid said renewal shall be extended to include an additional year of assurance." This agreement was subsequently modified by continuing the same from year to year, during the existence of the agency, by increasing the commissions of five per cent. to seven per cent. on policies exceeding two thousand dollars, and by limiting the time upon which commissions upon renewal premiums shall be paid to not exceeding twelve years. *Held*, That the plaintiff was entitled to commissions on renewal premiums under section 21 of his contract, notwithstanding the termination of his agency.—*Heyn v. New York Life Ins. Co.* (N. Y. C. A.): 84 *Northeastern Reporter*, 725.

CONVERSION OF FUNDS. A domestic life insurance company sued defendant as a fiduciary agent under N. Y. Code Civ. Proc. sec. 549 (2), alleging a contract of employment with defendant as its general agent under an agreement to collect and pay over to plaintiff all premiums and alleged the renewal and termination of the contract, and that during his employment it had received certain moneys from premiums by plaintiff's policyholders, and had never paid over the same to plaintiff, but had converted the same. Defendant admitted the agreement, but alleged that it was modified so as to destroy the fiduciary relation created by the agreement and create the ordinary relation of debtor and creditor, and showed departure from the requirement of the original contract known by plaintiff at each renewal of its agency, and that all moneys received by him were deposited in a bank in defendant's

name as general manager, drafts upon which were made by checks drawn in the name of the plaintiff and signed by defendant as general manager, or by his brother as agency director; that such drafts were drawn in connection with plaintiff's business. *Held*, That defendant was liable for the amount of premiums collected less such disbursements as were ratified by plaintiff, together with interest from the date of the ratification of his agency. Where defendant was appointed state agent for a life insurance company, with authority to collect premiums, and was required to remit when requested and refused to pay over the balance on demand, it constituted a conversion, whether New York Insurance Law, Laws 1892, p. 1949, c. 690, sec. 38, providing that every agent of an insurance company collecting moneys shall be responsible in a fiduciary capacity therefor, was applicable or not. Where a general manager of a life insurance company failed to pay over moneys collected, it constituted a conversion whether plaintiff had accepted checks for certain of the moneys collected, so that the right to arrest defendant was not waived, nor did such acceptance convert the claim to one of simple debt.—*Washington Life Ins. Co. v. Scott* (N. Y. S. C. Tr. Term). 110 New York Supplement, 49.

FIDELITY INSURANCE—RULE OF CONSTRUCTION. A contract of suretyship against loss by dishonesty of an employe is in effect a contract of insurance, and must be construed as an insurance policy, and, when drawn by the surety, it must be construed most strongly against it. An application for insurance against loss through dishonesty of an employe was made July 23, with the request that it be dated back to July 15. The employer signed a statement by filling out a blank furnished by insurer. The application and statement were delivered to the agent of the insurer, and the premium was paid to him. The terms of the insurance were agreed on, and they were to become binding on the insurer receiving satisfactory responses from references furnished to it. The responses were received and were found satisfactory, and the application was indorsed as approved on August 15. *Held*, That the contract of insurance became binding from that time, though the policy was not issued until afterwards. Where an employer had obtained a complete contract of insurance against loss through dishonesty of an employe, but had not procured the policy of insurance, the employer was not guilty of fraud in not disclosing his knowledge of loss when writing to the insurer and its agent inquiring why the policy had not been issued and delivered to him, since the knowledge or ignorance of the defalcation of the employe would not in any way affect the contract. A policy insuring against loss through dishonesty of an employe provided that as soon as any act of omission or commission of the employe should come to the knowledge of the employer, the latter should notify insurer. On October 12 the employer wrote to the agent of the insurer and to the insurer, notifying them that the employe had absconded on September 26 preceding, leaving

a shortage of a specified amount. On the following day the agent of the insurer acknowledged receipt of the notice, and requested the employer to send other information he might obtain. The correspondence between the parties, extending until April following, showed that insurer only desired to know the amount of the liability. *Held*, To show a waiver of any insufficiency in the notice of loss.—*Roark v. City Trust, Safe Deposit & Surety Co.* (Kansas City C. A.): 110 Southwestern Reporter, 1.

TAXATION. General Laws Minn. 1907, Ch. 328, p. 448, require the payment of a fee of 50 cents for each \$100 of a debt secured by mortgage, regardless of the time when the debt matures, said fee to be paid to the registrar of fees when the mortgage is recorded. The plaintiff, a life insurance company, organized under the laws of New Jersey, claimed to be exempt from the payment of this fee by reason of having paid the 2 per cent. tax on all premiums received by it in the State, under the provisions of Section 3, Ch. 328, p. 449, Gen. Laws Minn. 1907, which provides that "this act shall not apply to mortgages taken in good faith by persons or corporations whose personal property is expressly exempted from taxation by law, or is taxed upon the basis of gross earnings or other methods of commutation in lieu of all other taxes." *Held*, That the 2 per cent. tax paid by the company is not a tax on the gross earnings of the company, and that, therefore, the company is not exempted from paying the registry fee.—*Mutual Benefit Life Ins. Co. v. Martin County* (Minn. S. C.): 116 Northwestern Reporter, 572.

LIABILITY OF COMPANY. A life insurance company is not liable for any malicious acts of a cashier in a general agency office in the prosecution of a sub-agent for alleged embezzlement of the proceeds of premium notes, where the company did not ratify the prosecution, and the cashier's duties were limited to the custody of the company's funds in a city, to acting as the general agent's bookkeeper, looking after the collection of notes, and other clerical duties in the general agency office; the notes being payable to the general agents, who accounted to the company for the proportion of premiums due it, and the affairs of the company in the State being under the supervision of a general manager, who was not connected with the prosecution.—*Equitable Life Assur. Soc. v. Lester* (Tex. C. C. A.): 110 Southwestern Reporter, 499.

TAXATION. Rev. Laws Mass., C. 14, Sec. 24, provide for the taxation of domestic and foreign life insurance companies upon the net value of their policies. Sec. 28 provides that a life insurance company, incorporated by the laws of another State, by whose laws a tax is imposed upon the premium receipts of life insurance companies chartered by Massachusetts and doing business in the other State, etc., shall annually, so long as such laws continue in force, pay a tax upon all premiums "charged or received upon contracts made in this commonwealth" at a "rate equal to the highest rate so imposed" during the year. *Held*, That the sections

provide two separate and independent modes of taxation, Sec. 28 being intended only to create reciprocal relations between the taxation of Massachusetts companies in another State and the taxation of similar companies of that State in Massachusetts, and, where a foreign company has been taxed under Sec. 28, it is not subject to taxation under Sec. 24.

The object of Rev. Laws Mass., C. 14, Sec. 28, being to make the rate of taxation under the section no more burdensome upon foreign companies in Massachusetts than the like rate is upon Massachusetts companies doing business in the foreign State, if the phrase "contracts made in this commonwealth" be construed to mean not only contracts made after the foreign tax law took effect, but also previously existing contracts, the "rate equal to the highest rate so imposed" in the foreign State should be construed to mean such a proportion of the percentage there levied as the amount of premiums charged or received on account of the new contracts bears to the amount charged or received on account of all contracts, including those previously existing, which would result in the same rate imposed under the rule in the foreign State. —Metropolitan Life Ins. Co. v. Commonwealth (Mass. S. J. C.): 84 Northeastern Reporter, 863.

FIDELITY INSURANCE—STATUTE. Pen. Code, N. Y., Sec. 528, makes it "larceny" for a servant to appropriate to his own use any money which he has in his possession as such servant, with intent to deprive the true owner of his property or the use thereof. Sec. 548 provides that it is a sufficient defense that the property was appropriated openly under a claim of title preferred in good faith, but that the section shall not excuse the retention of the property of another to pay demands held against him. An employe collected over \$900 for his employer, and deducted therefrom over \$400, which he claimed was for arrears of salary and expenses and a certain other item, and sent his check to the employer for the balance, with a statement showing how it was arrived at. *Held*, That where the employer owed less than \$100, and the claim of the employe was made with intent to avoid payment of certain sums due, the employe was guilty of larceny under the code, for the appropriation was not under a claim of title, but under a claim of indebtedness, and was not made in good faith. Where a contract indemnified plaintiff against fraud or dishonesty of an employe amounting to embezzlement or larceny, and the employe collected and misappropriated funds in another State, the question of larceny vel non would depend on the laws of the State where the contract was made.—Matthews et al. v. Employers' Liability Assur. Corp. (N. Y. S. C., App. Div.): 111 New York Supplement, 76.

TITLE INSURANCE—INSOLVENT COMPANY. The holder of a policy of insurance issued by a real estate title insurance company is, upon a cancellation or annulment of the policy by a judicial decree declaring the company insolvent and appointing a receiver

to wind up its affairs, entitled to a return of a proportionate part of the premium paid therefor, measured by the time elapsing between the date of the policy and the date on which the company was so adjudged insolvent. The policyholder is not entitled to the return of that part of the premium which the application for insurance stipulated might be retained by the company for its services in investigating the title insured.—*State ex rel. Schaffer v. Minnesota Title Ins. & Trust Co. (Minn. S. C.)*: 116 Northwestern Reporter, 944.

LIABILITY OF SURETY. This action was brought by the general agents of the company against the sureties of an agent, on a bond, conditioned on the "faithful payment of all sums received for premiums and performance of other duties as agent." The agent accepted a note as payment of a certain premium, indorsed it and delivered it to the general agents, pursuant to their instructions. *Held*, That the indorsement of notes was not within the terms of the agency contract and that the bondsmen were not liable where agent failed to meet the personal obligation arising by reason of the indorsement.—*McClary et al. v. Trezevant et al. (Tex. C. A.)*: 112 Southwestern Reporter, 954.

EMPLOYERS' LIABILITY INSURANCE. A bond indemnifying an employer against the fraud or dishonesty of an employe amounting to larceny or embezzlement does not cover a loss due to carelessness of the employe. The employe was a time check buyer for a bank. His duty was to go among the laborers on a railroad and buy at a discount certain time checks given them as evidence of what was due them on pay day; later he arranged with the sub-contractor on the railroad to take up the time checks. He was allowed a liberal expense account and was not required to make any itemized accounting of it to the bank. His manner of living was extravagant, but his habits were good and it was not shown that he speculated or made a habit of gambling. *Held*, That these facts were not sufficient to show the shortage to be due to dishonesty amounting to larceny or embezzlement.

An application for insurance, indemnifying a bank against the dishonesty or fraud of an employe engaged as time check buyer, warranted that the employe would account once a month, that remittances to him would be checked up three times a month by the cashier of the bank, etc. The bond issued made the application a part thereof. Money delivered to the employe to buy checks was charged to his accounts, and the checks and expense accounts sent in were credited thereon. A balance was struck, and he was considered to have on hand the amount thereof; but no effort was made to ascertain whether the money was on hand, or in whose possession it was. Had the employe been required to account, no shortage would probably have resulted. *Held*, That the bank failed to comply with the warranties, and could not recover for a loss sustained.

A contract indemnifying an employer against the dishonesty or default of employes is subject to the rules governing the con-

struction of other insurance contracts.—United States Fidelity and Guaranty Co. et al. v. Bank of Batesville (Ark. S. C.): 112 Southwestern Reporter, 957.

LOANS—TAXATION. A foreign company as a part of its business made loans to its policyholders on the security of their policies. The only papers executed in consummating such a loan was a blank form, in the nature of an application for loan, stating the amount wanted, the rate of interest and the time of maturity. This application was sent to the company's home office and there kept until the loan matured. In an action by the company, contesting the assessment of the board of assessors, it was held that, although the loans were evidenced by notes held abroad, they were nevertheless taxable within the State.—Travelers Ins. Co. v. Board of Assessors et al. (La. S. C.): 47 Southern Reporter, (November 28, 1908), 439.

PLATE GLASS INSURANCE. In an action on a plate glass insurance policy which exempted the company from liability for loss happening by or in consequence of any fire, whether on the insured premises or not, where the glass was broken by the dynamiting of the building by the town authorities or by concerted action of property owners, including the rental agent of the building, to prevent the spread of fire which began elsewhere and burned up to the dynamited building, the fire was the proximate cause of the loss so as to prevent a recovery under the policy; the dynamiting of the building being one of its natural results. The loss was not the result of accident within a provision of the policy requiring the breakage to be the result of, accident, but was the result of design.—Frisbie v. Fidelity & Casualty Co. (Kansas City C. A.): 112 Southwestern Reporter, 1024.

BURGLARY INSURANCE. At the solicitation of the company's agent a burglary policy was made out and delivered to the insured. At the time of the delivery they told the agent they were in doubt as to whether they would accept it or not, on account of the difficulty of collecting in case of loss, but held the policy. At the request of the agent an officer of the company wrote the insured a letter saying the requirements were substantially the same as a fire insurance policy. The insured claimed that he had told the agent that unless objection was made after the receipt of the letter, he could consider the policy satisfactory. It was further shown that the agent had demanded payment of the premium several times, and that, although the policy was in the possession of the insured several months, the company never demanded the return or cancellation. *Held*, That whether the policy had been accepted and credit given for the premium was a question for the jury. While the effect of the acceptance of a policy is a question of law, whether one has been accepted is a question of fact.—Manson et al. v. Metropolitan Surety Co. (N. Y. S. C., App. Div.): 112 New York Supplement, 886.

EXEMPTION. In a garnishment proceeding by a judgment creditor against the company, who owned the judgment debtor on a fire policy covering the furniture and fixtures of a restaurant, the judgment debtor filed a plea of intervention and claimed exemption from the writ of garnishment on the ground that the property upon which the policy was written, was within the statutory exemption, relating to tools and apparatus of any trade or profession. *Held*, That the furniture and fixtures of a restaurant were not within the statutory exemption of tools and apparatus.—*Sim-mang v. Pennsylvania Fire Ins. Co.* (Tex. S. C.): 112 South-western Reporter (November 18, 1908), 1044.

EMPLOYER'S LIABILITY. An indemnity insurance policy provided: "All the mangle machines owned or operated by the assured shall be provided with fixed guards or safety feed tables, adjusted at the point of contact of the rolls so as to prevent the fingers or hands of the employees from being drawn into the rolls." *Held*, The assured did not guarantee that the machines and guards used should be such as would prevent injury, but agreed to operate such machines only as would practically accomplish the use for which they were intended, and be so guarded that, so far as practicable, they would prevent employees from injury during their labors.—*Despatch Laundry Co. v. Employer's Liability Assur. Corp.* (Minn. S. C.): 118 Northwestern Reporter, 152.

BASIS FOR PREMIUM. In employer's liability insurance policies, the premium was based on the compensation to employees, and it was provided that if the compensation exceeded the approximate estimate in the schedule thereafter given, the employer should pay the additional premium earned, and if less, the insurance company should return the unearned premium. The insurance company requested of the employer a statement of the wages paid to employees during the year covered by the policies, which was furnished, showing that the full premiums due according to the policies had not been paid. On demand therefor the employer paid the additional premiums without dispute, and thereafter the insurance company claimed that there was a balance still due, and that a statement of wages was erroneous. *Held*, That no controversy having arisen at the time of the payment of the additional premiums, such payment did not operate as an accord and satisfaction.

Employers' liability insurance policies insured the employer against liability for personal injuries to any employee in and during the operation of the trade or business described in the schedule, and stipulated that the premium to be paid was based on the compensation to employees. The schedules contained, under the head of "Trade or Kind of Business," "galvanized iron cornice and wrought iron work, including drivers." *Held*, That the insurance company was entitled to premiums computed on the wages not alone of employees who worked directly on cornices or wrought iron work and drivers, but also on the wages of workers on sky-

lights, tinnern, carpenters, shippers, machinists, engineers and night watchmen.

The schedule in other policies indemnifying the employer against losses for personal injuries to employes on outside work contained, under the head of "Kind of Business," "galvanized iron and sheet iron workers, wrought iron work, erecting." *Held*, That the wages for tinnerns' work done outside were within the schedule, entitling the insurance company to have them included in the basis for computation of the premiums on the policies.

Employer's liability insurance policies being obscure as to what employes are within the risk, the acts of the parties pursuant thereto, showing their understanding of their terms, and the conditions existing when the insurance was written, may be resorted to to ascertain the employes included.—*New Amsterdam Casualty Co. v. Mesker et al. (St. Louis C. A.)*: 106 Southwestern Reporter, 561.

RENT INSURANCE—LOSS BY ORDER OF CIVIL AUTHORITY. A policy insuring rents declared that the loss should be computed from the date of the fire and cease on the premises again becoming tenantable, pursuant to assured's agreement to rebuild or repair in as short a time as the nature of the case should admit, and if assured elected not to rebuild or repair, then the loss should be determined by the time which would have been required therefor. It also provided that the company should not be liable for loss, directly or indirectly, caused by order of any civil authority. *Held*, That insurer was not liable for loss of rents during a period in which rebuilding was delayed because building permits were refused by the city authorities pending definite decision concerning certain street improvements. Where a policy insuring rents provided that a loss thereunder should be payable after sixty days from the furnishing of proofs of loss, plaintiff was entitled to interest on the amount found due from the expiration of such time. Where a policy insuring rents required insured to rebuild or repair in as short a time as the nature of the case would admit, it must be presumed, in the absence of proof to the contrary, that plaintiff took possession of the premiums as soon after the fire as possible.—*Palatine Ins. Co. v. O'Brien (Md. C. A.)*: 60 Atlantic Reporter, 484.

FIDELITY INSURANCE—NOTICE TO COMPANY. A sheriff, after discovering the default of his deputies, gave notice to the local agent of defendant fidelity company which was surety on the deputies' bonds, from whom notice was transmitted to defendant's home office, pursuant to which a representative was sent to examine the accounts and finally struck a balance showing an indebtedness. *Held*, That such notice, so acted on, constituted a waiver of a written notice required to be sent to the president of the surety company immediately after discovery of default.—*United States Fidelity & Guaranty Co. v. Paxton (Ky. C. A.)*: 106 Southwestern Reporter, 841.

EMPLOYERS' LIABILITY INSURANCE—MEASURE OF RECOVERY. Defendant contracted to indemnify plaintiff against loss or liability for damages on account of bodily injuries caused through the negligence of the assured, etc. A provision of the contract provided that no action should lie for any loss not actually sustained and paid by him in satisfaction of a judgment after trial of the issue, and by special agreement therein the company's liability for an accident resulting in injuries to one person was limited to \$5,000. *Held*, That plaintiff was to be reimbursed for sums paid, not exceeding \$5,000, on judgments, recovered after trial, founded on accidents described in the policy; hence, where there was judgment against plaintiff for \$5,000 in an action for injuries, plaintiff could not recover interest from defendant in addition to the \$5,000, notwithstanding a provision in the contract that defendant should defend such proceeding in the name and on behalf of the assured, or settle them at its own costs, even if the interest was a part of the expense of litigation. The fact that the indemnifying company paid the taxable costs in the action against the assured would not make it liable for interest in excess of \$5,000. The provision as to defense by defendant was to prescribe the terms on which the defense was given to the company, and did not give the assured any discretion in the conduct of the case, even though its interests might be prejudiced in the legal proceedings taken.—*Davison v. Maryland Casualty Co.* (Mass. S. J. C.): 83 *Northeastern Reporter*, 407.

LEGISLATION UPON INSURANCE IN 1908. Eighteen state legislatures were in session in 1908, and included in the eighteen were special sessions in Indiana and Kansas, but no insurance legislation was enacted, and the North Carolina and Vermont legislatures were also in session but enacted no laws affecting insurance. The following is a summary of the legislation directly or indirectly affecting insurance:

GEORGIA. There was practically no legislation in the state directly affecting insurance companies. An act was passed prohibiting corporations, their officers or agents from making contributions to campaign funds or for any political purpose.

KENTUCKY. Only one measure was enacted into law, and that amended and re-enacted sections 683 and 684 of the statutes, relating to the organization of insurance companies. The act amended section 684 by providing that companies might be organized with a capital of \$50,000 instead of \$100,000, and the act also declared an emergency to exist in order that companies might be organized at once within the state to give to the citizens of the state fire insurance upon their property.

LOUISIANA. Ten bills directly affecting insurance were enacted. One bill proposing an amendment to the constitution and providing for the exemption from taxation of loans made by life insurance

companies to their policy holders upon the sole security of policies held by the borrower, was enacted. Another bill was passed prohibiting the use of the co-insurance clause except where the policy covers personal or movable property. (See Co-insurance, Laws Against). The following is a summary of the other bills enacted:

An act requiring fire, life, accident and other kinds of insurance companies, other than surety and fidelity and fraternal societies, organized under the laws of other States, to give a bond payable to the State Treasurer, conditioned for the prompt payment of claims arising in this State, and providing penalties for the enforcement of this act.

An act relative to fire insurance; directing fire insurance companies to furnish blanks for proof of loss; providing the effect of failure to furnish same; requiring fire insurance companies to promptly adjust losses and to pay the amount due under their policies, and specifying a penalty for failure to pay the amount due under their policies within sixty days after the receipt of proofs of loss from the insured; requiring copies of this act be furnished the assured, which is to be considered a part of the policy contract.

An act providing that life, health and accident insurance companies which issue policies or contracts of insurance to the assured without a medical examination by a physician, shall waive their right to claim forfeiture for misrepresentation, etc., under certain conditions.

An act permitting duly authorized insurance agents or solicitors of this State to divide commissions with insurance agents of other States.

An act to prevent discrimination between policyholders of life insurance companies doing business in the State of Louisiana, by the sale of special contracts or other inducements under the pretense of making such holders agents of the company, and providing for the enforcement of this act.

An act prohibiting insurance companies doing business in this State from paying to insurance adjusters, or to companies engaged in the adjustment of losses, any fee or compensation in excess of a regular salary or stipend, and providing penalties for the violation of this act.

Two acts of local interest only were passed; one providing for the organization of mutual life insurance companies and the other providing for the organization of insurance companies on the stock plan for the purpose of transacting life, health, accident, burial and sick benefit insurance on the industrial plan.

MARYLAND. Five bills were enacted into law, and all amended existing laws. The following is a summary of the laws enacted: Included in the five bills were acts amending the public general laws relating to the expenses of the fire marshal's office, and relating to the cancelling and re-issuing of capital stock by insurance companies.

An act was also passed relating to the placing of insurance in unauthorized companies, and presenting conditions for placing such

business. (See Re-insurance and Surplus Line Laws). An act prohibiting companies issuing in the state any policy participating in the profits or surplus under which the accounting or distribution of profits is deferred for a longer period than five years, but exempting policies written on under average risks from its requirements. An act was passed authorizing the insurance commissioner to employ an examiner at an annual compensation not exceeding \$1,500.

MASSACHUSETTS. Eighteen bills directly or indirectly affecting insurance companies were enacted. One of the bills extended the anti-rebate law to apply to all except marine companies (See Anti-rebate Laws) and another bill related to the placing of insurance in unauthorized companies, (See Re-insurance and Surplus Line Laws). A summary of the other legislation of general interest follows:—An act permitting mutual companies organized prior to May 28, 1896, to transact employers' liability business to continue such business under the fifth clause of section 32, and subject to the laws, so far as applicable, relative to mutual fire insurance companies.

An act providing that when any domestic fire insurance company becomes insolvent or is unable to pay in full its liabilities as set forth in Section 11, Chapter 576, Laws of 1907, unpaid losses arising from the contingencies insured against by its policies, shall in the distribution of its assets, be deemed and treated as preferred claims over claims for return premiums on uncompleted contracts.

An act amending Section 80, Chapter 576, Laws of 1907, relating to the surrender options of life insurance policies, by inserting after the word "designated," thirty-seventh line, the words: "But in case of an endowment policy, if the sum applicable to the purchase of temporary insurance shall be more than sufficient to continue the insurance to the end of the endowment term named in the policy, the excess shall be used to purchase in the same manner non-participating paid-up pure endowment, payable at the end of the endowment term on the same conditions."

An act amending Section 93, Chapter 576, relative to licensing agents and providing that licenses shall expire on the thirtieth day of June next after its issue, but providing for renewal from July 1, on payment of two dollars.

An act amending Section 32, Chapter 576, and authorizing insurance "against damage caused by automobiles to property of another." The same chapter was amended by another bill providing that at the request of a policy holder, whose policy contains no provision for exchange or alteration a domestic life company may exchange for a policy issued prior to January 1, 1908, any policy of life insurance which complies with the laws applicable to the original policy, but such policy shall be issued as of the date of the original policy and shall not exceed the amount payable by the terms of the original policy.

An act to authorize certain fraternal societies to make contracts of re-insurance and transfer. The act permits societies doing a

health and accident business and paying natural death benefits not exceeding \$100 to re-insure or transfer its members to any stock corporation organized in the state to do a health or accident business, subject to a two-thirds vote of the members of the re-insured corporation and to the approval of the insurance commissioner.

An act prohibiting corporations, its officers or agent making contributions for political purposes, and an act amending the law relative to the purposes for which insurance companies may be organized by permitting insurance against damage from explosion, and also to insure against loss or damage to motor vehicles. This last act amended section 32, chapter 576, laws of 1907 as amended by chapter 248, laws of 1908. Another act also amended the same section, by authorizing fidelity insurance companies also to do a liability insurance business, and an act was also passed authorizing accident insurance companies to insure against the breakage of plate glass, provided they have a capital of not less than \$300,000. The other bills enacted were of local interest only and related to the business of domestic mutual insurance companies.

MISSISSIPPI. Four bills only were enacted. The principal measure amended the law relating to fees and taxes on insurance companies. The privilege tax on fire insurance agents in towns of over 2,000 population is made \$30, and on all other fire insurance agents \$15, and provides license fees for companies as follows: life \$250; fire \$300; marine and accident \$200 each; surety and plate glass, \$100 each, and for each license issued to all other companies \$100. The law in addition imposes a tax of two per cent. on the gross first year's premiums of life companies, and one-tenth of one per cent. on renewal premiums, and on all other companies two per cent. on gross premiums less return premiums. The act prohibits county, civic board or municipal authority from levying a tax on any insurance company, and also makes the license fee for fraternal societies \$25, and for industrial life agents three dollars.

Acts were passed prohibiting corporations making political contributions; changing the amount of exempt insurance payable to the executor, or administrator, of the insured, and providing for the bonding of state officials in whole or in part by guarantee or surety companies.

NEW JERSEY. Only three bills directly affecting insurance were enacted. An act was passed amending the law relating to the incorporation of companies and prescribing the classes of business that companies may transact to permit the organization of companies to insure against loss or damage to automobiles.

An act was passed, known as a safety fund law, and permits a stock fire insurance company to set aside a part or all of its net surplus in excess of an amount equal to its capital stock and not to exceed \$500,000, as a special reserve fund, which in case of a conflagration shall not be liable for any claims for loss by its policyholders arising out of such conflagration, but shall with such company's fund for unearned premiums be held for the protection

of its other policyholders. Such fund in case the losses by conflagration exceed the company's general net surplus, shall be applied to make up any impairment in capital.

NEW YORK. Only four bills were enacted into law. An act was passed amending section 100, chapter 692, of the laws of 1902, as amended by chapter 326 of the laws of 1906 relating to investments of life insurance companies, by providing that companies may enter into an agreement for the purpose of protecting the interests of the company in securities lawfully held by it or for the purpose of re-organization of a corporation which issued securities lawfully held, and permitting companies to accept corporate stock or bonds or other securities issued in accordance with the agreement or any plan of re-organization.

An act was passed amending the penal code relating to agents of foreign corporations not authorized to do business in the state, which only indirectly affected insurance companies. ,

An act was also passed authorizing fire insurance companies to insure against loss or damage to automobiles, and an act was also passed amending section 60, of the laws of 1906, prohibiting estimates and misrepresentations, by also prohibiting misrepresentations to persons insured in another company for the purpose of inducing or tending to induce such person to lapse, forfeit, or surrender his said insurance.

OHIO. Fourteen bills affecting insurance were enacted. The principal measure prescribed standard forms of life insurance policies, and regulating conditions and provisions to be contained in policies of companies that do not adopt such standard forms. The act prescribed six forms of policies as follows: "Ordinary, or Limited Payment Life;" "Ordinary or Limited Payment Life Fixed Survivorship Annuity;" "Endowment Fixed Survivorship Annuity;" "Term" and "Term, with right to renew or change."

The following is a summary of the other legislation: An act prohibiting contributions for political purposes; an act making it unlawful to engage in the insurance business in Ohio unless the same is expressly authorized by the laws of the state; an act making the person soliciting insurance the agent of the company and not the agent of the assured.

An act prohibiting companies or agents from issuing estimates or statements of any sort misrepresenting the terms of any policy or the benefits or advantages promised thereby; an act requiring separate annual statements of profits and losses on participating and non-participating business; an act regulating disbursements by life insurance companies and preventing disbursements except on vouchers; an act prohibiting false statements of assets or financial standing of companies.

An act providing for the annual standard valuation of policies; making the American Experience Table of Mortality with interest at four per cent. the legal standard, but permitting valuation on the standards adopted by the company, and providing for the accept-

ance of valuations made by other states where the laws of such states require the insurance commissioner to make valuations on a prescribed basis.

Acts were passed relating to the payment of dividends by home companies, and regulating the investments of accumulations of home companies, and an act was also passed relating to the annual statements of domestic companies.

An act exempting secret societies, and mutual benefit societies, from the operation of sections 3630A to 3631 of the revised statutes relative to insurance companies, and an act amending the law relating to rebates and discriminations, (See Anti-rebate Laws).

OKLAHOMA. There was no legislation in the state directly affecting insurance, but an act indirectly affecting insurance companies prohibiting corporations making contributions for political purposes was passed.

RHODE ISLAND. Three bills were enacted directly affecting insurance. The following is a summary: An act providing for the valuation of outstanding policies of life insurance. The act provided that the insurance commissioner "shall annually make valuations of all outstanding policies, additions thereto, unpaid dividends, and all other obligations of every life insurance corporation doing business in the state." All valuations shall be made on the net premium basis, and the legal minimum standard for policies issued before January 1, 1907, is made the American Experience Table of Mortality with interest at four per cent. and after that date the same table, but with interest at three and a half per cent. The commissioner may accept valuations made by other states provided they are made on a standard no lower than required in the act. The commissioner may employ a competent actuary to make the valuations, and the act provides that policies may provide for not more than one year preliminary term insurance.

An act providing, where state laws require companies to have a deposit with some officer of the state under which they are incorporated as a condition of doing business in such other state, that, the general treasurer shall receive such deposit from companies organized under the laws of Rhode Island in such amount as may be required by the laws of such other state.

An act amending section 6, chapter 29, relating to revenue by requiring agents to make returns of the amount of premiums collected by the company or any of its agents or sub-agents within the state, or from any person or persons residing therein. The rate of taxation, two per cent., was not changed. An act was also passed providing that every corporation to carry on the business of insurance shall be created only by act of the General Assembly on petition thereto."

SOUTH CAROLINA. Four bills were enacted into law; the principal one of more than local interest was a bill to create an insurance department. The department is charged with the execution of the laws in existence or hereafter enacted, and the official is

designated insurance commissioner, who is appointed for a term of two years at an annual salary of \$1,900. The only other act of more than local interest prohibited life insurance companies, officers or agents, from issuing estimates or illustrations misrepresenting the terms of any policy or the benefits promised thereby and imposing penalties for violation. The act included also an anti-rebate section (See Anti-Rebate Laws).

The two acts of local interest providing for local companies making deposits in trust with the insurance commissioner for the purpose of complying with the laws of other states, and requiring companies organized under the laws of South Carolina to make deposits for the security of their policy-holders.

VIRGINIA. Four bills were enacted and the principal measures amended the statutes of 1906, creating the bureau of insurance and regulating the transaction of business in the state. The following is a summary of the legislation: 'An act creating a firemans' relief fund and to increase the efficiency of fire departments. The act assessed every fire insurance company doing business in the state one dollar on every one hundred dollars of premium and at that rate upon the amount of all premiums written on fire and lightning policies covering property in the state, for the benefit of the firemans' relief fund of the several cities, towns or counties. Towns or cities having an organized fire department and apparatus in serviceable condition to the value of five hundred dollars come under the provisions of the act. The act prescribes the manner of holding the fund, and prescribes the purposes for which the fund may be disbursed.

An act amending and re-enacting an act creating the bureau of insurance and prescribing the classes of business that may be transacted by a company, and also providing for the bonding of individuals or corporations by fidelity and guarantee corporations authorized to do business in the state.

An act providing that all licenses to foreign companies shall be granted by the State Corporation Commission through the bureau of insurance; fixing the annual salary of the insurance commissioner at \$3,500; requiring companies to annually obtain license to do business in the state; requiring the commissioner to annually make a valuation of the policies issued by life companies chartered under the laws of the state and providing for the expense of such valuation, and requiring companies of other states to file a certificate of valuation from their home department at the time of filing its annual statement; limiting the amount a fire insurance company may carry on a single risk to 10 per cent. of its capital and surplus; requiring fire insurance companies to file a statement of their condition on or before February 15, of each year, and requiring a list of all agents in the state to be filed on or before July 1, and imposing a registration fee on the agent of one dollar for each company represented, and providing penalties for violation. The act also provided for the regulation of fraternal; requiring

such societies to file reports of their condition with the bureau of insurance.

An act was also passed vesting in railroad companies an insurable interest in property upon the route of any railroad operated by them.

WEST VIRGINIA. Two bills were enacted into law. The principal bill related to the organization and operation of Farmers Mutual Co-operative companies and Fraternal Beneficiary Orders. The other bill provided that all companies, which may engage in business in the state and all title insurance, guaranty, surety and indemnity companies, and all companies of similar character, shall be subject to the same examination and supervision, by the auditor, as now provided for insurance companies incorporated under the laws of the state.

LEIGH, LAMARTINE B., fire underwriter, was born at Rome, Ga., September 14, 1851, and is the son of the Rev. Richard Leigh, the well-known minister of the Methodist Episcopal Church in Georgia. Mr. Leigh became a local insurance agent in Little Rock, Ark., in 1878, and is now general agent in Arkansas for the Home, Niagara Fire, German Alliance, Sun of New Orleans, Spring Garden, American Central, New York Underwriters' agency, Pelican, Citizens, Mo., and Phoenix of London, and also general agent for the Pacific Mutual Life. He is also general agent in Oklahoma for the Phoenix of London and Sun Insurance Company of New Orleans. He was secretary of the Association of Fire Underwriters from 1883 to 1890, and president from 1890 to 1900. He has been city treasurer of Little Rock two terms, and a member of the Arkansas legislature two terms, and is president of the People's Building and Loan Association of that city, and vice-president of the Bank of Commerce.

LENEHAN, JOSEPH H., general agent of the western and southern departments of the Phenix Insurance Company of Brooklyn at Chicago, Ill., was born at Dubuque, Ia. After leaving school he embarked in the local insurance business at Dubuque, his agency being that formerly owned by Abram Williams. Mr. Lenehan organized the Will county, Ill., compact at Joliet in 1885. He was afterwards an inspector of special hazards for mutual companies and in 1887 Illinois state agent for the Insurance Company of North America and Pennsylvania Fire. He took an active part in the management of the Illinois State Board of Fire Underwriters and was elected president of the board in 1890. Two years later he went with the Palatine and assisted in organizing the western department. July 1, 1898, he was appointed assistant manager of the western department of the North British and Mercantile Insurance Company, and July 1, 1899, assistant general agent of the Phenix at Chicago, Ill. On the death of Mr. Harbeck in 1900 he succeeded him as general agent. He was elected president of the Fire Underwriters' Association of the Northwest in 1897, and president of the Western Union September, 1908.

LERMIT, GERALD HENRY, manager of the western department of the Northern of London, with headquarters at Chicago, was born at Dedham, Essex, England, in 1855. At the age of seventeen years he joined the staff of the Northern, and some years after, being assistant secretary at the company's London office, the duty was delegated to him of visiting various countries of the world to examine into the company's business or plant new agencies therein. In this capacity he spent some time in Egypt, India, Burmah, Ceylon, Brazil, the Argentine Republic, Chili, continental Europe, and Canada, as well as the United States, which latter he visited several times. In 1891 he passed some months inspecting the business of the Northern on the Pacific coast. On the resignation of Mr. Goodwin and death of Mr. Crooke, in 1894, Mr. Lermitt was appointed to succeed them as manager of the western department.

LETTON, HAROLD WILLIS, general manager of the United States branch of the Prussian National Insurance Company of Stettin, was born in Kansas City, Mo., of American parentage, January 13, 1875. He was educated at Phillips Academy, Andover, Mass., and at Yale University, from which he graduated in 1897. Subsequently he took a law course in the Harvard Law School, graduating therefrom in 1900, and practiced law until 1903, when he was appointed assistant manager, becoming general manager October, 1908.

LETTON, THEODORE W., late manager of the United States branch of the Prussian National Insurance Company of Stettin, Prussia. [See Death Roll].

LIABILITY INSURANCE ASSOCIATION, was organized by representatives of liability insurance companies at a meeting held in New York in October, 1908. The objects and purpose of the association as set forth in the constitution are "to promote good will, harmony, confidence and co-operation between the companies and to devise and give effect to measures for the protection of their common interests, and for the observance of the amenities that should exist between companies and associations." Officers were elected as follows: President, Walter C. Faxon, *Ætna Life*; vice-president, William M. Tomlins, Jr., *Empire State Surety*; secretary, F. H. Kingsbury, *Pennsylvania Casualty*; executive committee, John T. Stone, *Maryland Casualty*, chairman; Franklin J. Moore, *General Accident*; Theodore E. Geatey, *Fidelity & Casualty*, and Walter G. Cowles, *Travelers*.

LIABILITY INSURANCE. [See Employers' Liability Insurance.]

LIBRARIES, INSURANCE. The Equitable Life Assurance Society has for a number of years made especial efforts to collect insurance literature of every class, and undoubtedly has the largest and most valuable insurance library in the world, being strongest, naturally, in works, standard and fugitive, bearing upon life insur-

ance. The library of the late Cornelius Walford of England was purchased by the society and is a part of the collection. Several of the general associations of underwriters have made efforts to build up libraries for the use of their members. [On this subject see Insurance Library Association of Boston, and Fire Underwriters' Association of the Northwest, Library of.]

LIFE INSURANCE AGGREGATES. The report of the New York state insurance department for 1908 gave the following totals of life and casualty insurance business for the two years 1907-1908 (not including industrial business) transacted by companies reporting to the department. The figures of 1906 are also printed for comparison. The returns cover the business of all the large companies of the United States, not including industrial business:

LIFE COMPANIES.

	†1906.	1907.	1908.
Number of companies, . . .	43	37	35
Assets, . . .	\$2,851,910,924	\$2,917,908,918	\$3,199,396,767
Reserve, . . .	2,415,570,885	2,543,764,774	2,682,433,455
All other liabilities, . . .	210,086,186	228,152,943	334,019,471
Total liabilities, . . .	2,625,657,071	2,771,917,717	3,016,452,926
Surplus (unassigned funds), . . .	*226,253,853	*145,991,201	172,754,841
Capital stock, . . .	13,340,500	10,389,000	10,189,000
Premiums received, . . .	499,308,867	485,632,856	491,905,196
All other receipts, . . .	138,560,809	143,996,788	5,566,795
Total income, . . .	637,869,676	629,629,644	640,225,461
Claims paid, . . .	183,741,373	192,796,654	151,348,849
Dividends to policy-holders, . . .	39,782,314	45,106,023	52,839,233
Paid for forfeited policies, . . .	55,184,901	55,430,067	69,985,368
Expenses, . . .	127,654,233	125,466,276	119,655,362
Supplementary contracts, . . .	1,454,942	1,688,253	6,941,800
Dividends to stockholders, . . .	830,196	741,585	
Total disbursements, . . .	408,647,959	421,229,558	434,041,741
Policies in force, . . .	5,396,449	5,324,517	
Insurance in force, . . .	10,613,333,644	10,404,726,638	13,029,973,521

*To policy holders, includes special funds of \$17,161,396.

†Dividend funds, both apportioned and unapportioned, are carried in the general liabilities for 1906. Heretofore they have been included in "special funds." The column headed "Special Funds," now includes practically nothing but reserves in excess of "Net Reserve."

FIDELITY AND CASUALTY COMPANIES.

	1906.	1907.	1908.
Number of companies, . . .	46	49	50
Assets, . . .	\$88,466,048	\$90,586,309	\$107,704,344
Unearned premiums, . . .	24,607,813	27,302,116	30,825,700
All other liabilities, . . .	18,695,602	20,446,643	5,755,240
Total liabilities, . . .	43,303,415	47,748,759	54,230,960
Capital stock, . . .	22,974,000	24,031,000	24,981,000
Surplus, . . .	22,188,663	18,806,550	28,492,384
Premiums received, . . .	51,616,792	57,412,972	65,033,632
All other receipts, . . .	5,353,836	6,104,048	2,123,712
Total income, . . .	56,970,628	63,517,020	71,348,812
Losses paid, . . .	19,916,151	23,992,118	24,716,007
Dividends to stockholders, . . .	1,851,825	2,630,816	2,302,164
Expenses, . . .	28,617,363	31,043,940	38,244,078
Total disbursements, . . .	50,385,339	57,666,874	65,262,139

[For statistics of assessment insurance, see National Convention of Mutual Life Underwriters, Fraternal Societies, and National Fraternal Congress.]

LIFE INSURANCE ASSOCIATION OF NEW YORK. [See Life Underwriters Association of.]

LIFE INSURANCE COMPANIES, AMERICAN, FOREIGN BUSINESS OF. [See Foreign Business.]

LIFE INSURANCE COMPANY OF VIRGINIA, Richmond, Va. Organized 1871; cash capital, \$200,000; assets, Dec. 31, 1908, \$4,444,711.62; liabilities, \$3,642,596.90; surplus, including capital, \$802,114.72. John G. Walker, president; T. Wm. Pemberton, first vice-president; W. L. T. Rogerson, secretary.

LIFE INSURANCE IN THE COURTS. [See Legal Decisions Affecting Insurance.]

LIFE INSURANCE POLICY FORMS. [See Policy Forms, Life.]

LIFE INSURANCE; PROOFS OF DEATH. All life insurance companies require proofs of death on their own blanks, which will be furnished on application. These consist, in most cases, of certificates of the claimant as to fact and causes of death, certificate of attending physician, certificate of friend as to identity, certificate of undertaker or clergyman, or copy of record of burial. These certificates must be sworn to and in some cases attested by seal of a court of record. The object of these various certificates is to establish the identity of the deceased with the assured, and to make sure of the fact of death. As these several requirements are substantially alike, and as each company's blanks are to be used, the details in each case seem unnecessary in a work of this kind.

LIFE UNDERWRITERS' ASSOCIATION OF BIRMINGHAM, ALA., was organized in 1905 with the following officers: President, W. J. Cameron; vice-president, P. C. Ratliff; secretary and treasurer, Wm. H. Stewart. The present officers, elected at the annual meeting in March, 1909, are: President, George T. Sibley, Equitable Life; secretary and treasurer, George C. Oliver, Ætna.

LIFE UNDERWRITERS' ASSOCIATION OF BUFFALO, N. Y., was organized November 9, 1886, and the following officers elected: W. G. Justice, president; J. W. Pressey, vice-president; W. H. Formosa, second vice-president; W. Manning, secretary; R. Butler, treasurer. The present officers, elected at the annual meeting in February, 1909, are: President, E. D. Horgan, Germania Life; vice-presidents, C. W. Fielder, Northwestern and W. D. Camp, Berkshire Life; secretary and treasurer, C. G. Venneman, Mutual; executive committee, F. E. Lahey, Prudential; J. B. Thebaud, Massachusetts Mutual, F. W. Tracey, Ætna.

LIFE UNDERWRITERS' ASSOCIATION OF CENTRAL MASSACHUSETTS, was organized at Worcester, Mass., October 14, 1899, with the following officers: President, W. A. Bailey; vice-presidents, H. E. Townsend, H. L. Trafford; secretary, S. Hamilton Coe; treasurer, Herbert P. Hopkins. The following have served the Association as presidents: H. E. Townsend, W. G. Ludlow, S. Hamilton Coe, J. P. Kilgore, Geo. H. Vars, C. E. Greene, Lester V. Bailey. The officers and executive committee elected at the annual meeting in 1909 are: President, Otis D. Arnold, State Mutual; vice-presidents, H. E. Townsend, Massachusetts Mutual, W. Gray Harris, Provident Life and Trust; secretary, J. Harvey Curtis, John Hancock; treasurer, Chester E. Greene, John Hancock; executive committee, Henry E. Townsend, chairman, Mass. Mutual; W. Gray Harris, Prov. Life and Trust, E. A. Robertson, Metropolitan, Ludwig Johnson, Phoenix, Otis D. Arnold, State Mutual, Guy F. Wheeler, Prov. Life and Trust, Eli Bouchard, Equitable, J. Harvey Curtis, John Hancock, C. E. Greene, John Hancock.

LIFE UNDERWRITERS' ASSOCIATION OF CHICAGO was organized January 15, 1889, the initial meeting looking toward the formation of the association being held December 7, 1888. The original officers were: J. W. Janney, president; A. L. Chetlain, first vice-president; W. S. Swymmer, second vice-president; John H. Nolan, secretary; L. A. Spicer, treasurer. The presidents of the association have been: 1889, J. W. Janney; 1890, John H. Nolan; 1891, Charles H. Ferguson; 1892, W. H. Wyman; 1893, John K. Stearns, who was re-elected in 1894 and 1895; 1896, Ira J. Mason; 1897, W. D. Wyman; 1898 and 1899, George L. Wrenn; 1900, L. Brackett Bishop; 1901, J. W. Ranney; 1902-1903, R. D. Bokum; 1904, D. M. Baker, 1905; L. Brackett Bishop, 1906; Fred B. Mason, 1907-1908. At the annual meeting, held in February, 1909, the following officers were elected: President, T. L. Fansler, Northwestern Mutual; vice-president, Jules Girardin, Phoenix Mutual; secretary, R. B. Palmer, Berkshire Life; treasurer, H. S. Dale, Union Mutual; executive committee: George M. Herrick, Provident Life and Trust, chairman; E. A. Ferguson, Union Central Life; L. A. Greenwood, Travelers; S. T. Chase, Connecticut Mutual, and H. T. Castor, Connecticut General.

LIFE UNDERWRITERS' ASSOCIATION OF DAYTON, OHIO. [See Dayton Association of Life Underwriters.]

LIFE UNDERWRITERS' ASSOCIATION OF GRAND RAPIDS, MICH., was organized at a meeting held in January, 1904, and the following officers were elected: President, A. B. Donelson, Ætna Life; vice-presidents, C. W. Ten Broek, Metropolitan, and A. M. Ashley, Union Mutual; secretary, A. Thorne Swift, Canada Life; treasurer, E. G. Squires, Prudential. The present officers, elected at the annual meeting in January, 1909, are: President, E. G. Squires, Prudential; vice-president, J. G. Albright, Union Central; second vice-president, J. A. Bassford, Mutual Life; secretary and treasurer, H. W. Le Sage Ten Broek, Central Life.

LIFE UNDERWRITERS' ASSOCIATION OF LOUISIANA was organized at a meeting held in New Orleans in July, 1908. Officers were elected as follows: President, Frank L. Levy, Equitable; vice-president, Louis P. Rice, Louisiana National; secretary and treasurer, Edmond J. Jacquet, Equitable; executive committee, C. C. Swayze, H. J. Saunders, G. G. McHardy and E. C. Schnable.

LIFE UNDERWRITERS' ASSOCIATION OF MONTGOMERY (Alabama) was organized at a meeting of life insurance agents in Montgomery, March 30, 1904. The following officers and executive committee were elected: President, R. P. Dexter, Sr.; vice-president, E. J. Meyer; secretary and treasurer, W. E. Dow. Executive committee, A. Uhlfelder, George G. Miles, E. G. Branch, B. J. Weil, and J. M. Carr. At the annual meeting in March, 1909, officers were elected as follows: President, E. G. Brauch; vice-president, G. G. Miles; secretary and treasurer, W. E. Dow.

LIFE UNDERWRITERS' ASSOCIATION OF NEW YORK was organized as the Life Insurance Association of New York, in the city of New York, January 18, 1887, the first officers being: Charles H. Raymond of the Mutual Life, president; Gilford Morse of the Massachusetts Mutual, first vice-president; L. Spencer Goble of the Mutual Benefit, second vice-president; Alvah W. Brown of the Mutual Life, third vice-president; Charles T. Dunwell, of the Berkshire Life, secretary; George F. Hadley of the Brooklyn Life, treasurer.

The presidents since organization have been:

1887—Charles H. Raymond.
1889—L. Spencer Goble.
1890—Gilford Morse.
1891—George P. Haskell.
1892—Tilden Blodgett.
1893—George F. Hadley.
1894—Robert L. Murray.
1895—John F. Makley.
1896—Richard E. Cochran.
1897—James Yereance.
1898—Thomas P. Goodrich.

1899—Joseph A. Goulden.
1900—Philip H. Farley.
1901—Frank K. Kohler.
1902—George A. Brinkerhoff.
1903—John W. Vrooman.
1904—M. E. Goulden.
1905—J. Carlton Ward.
1906—T. Reid Fell.
1907—Charles I. Edwards.
1908—Robert H. Hardy.

The present officers of the association, who were elected at the nineteenth annual meeting, February 23, 1909, are: President, D. G. C. Sinclair; vice-president, C. V. Dykeman; second vice-president, William H. Ryan; third vice-president, William McElligott; secretary, J. S. Myrick; treasurer, C. A. Wardle; executive committee, H. G. Millar, T. C. Bell, E. W. Lee, H. C. Johnson, and J. B. Whiton.

The association was incorporated in October, 1896, under the new name of the Life Underwriters' Association of New York.

LIFE UNDERWRITERS' ASSOCIATION OF OREGON was organized in 1904. Officers were elected as follows: President, C. W. Sherman; first vice-president, W. S. Pond; second vice-

president, H. G. Colton; secretary, R. H. Pickering. The present officers, elected at the annual meeting in February, 1909, are: President, Samuel P. Lockwood, Columbia Life; vice-president, Philip Grossmayer, Travelers; secretary and treasurer, J. G. Bennett, Equitable; executive committee, Alma D. Katz, Mutual Life, John Pauer, Prudential, and C. W. Sherman, Penn Mutual.

LIFE UNDERWRITERS' ASSOCIATION OF PEORIA was organized in 1902, with the following officers: President, James W. Gundy; vice-president, N. G. Bourland; treasurer, E. J. B. Hayward; secretary, H. W. Keith. At the annual meeting, held in May, 1909, the following officers were elected: President, Harry W. Keith; vice-president, W. S. Darden; secretary and treasurer, Guy C. Goodfellow; executive committee, W. T. Van Arsdale, Roy E. De Vault and J. J. St. Emery.

LIFE UNDERWRITERS' ASSOCIATION OF ROCHESTER, N. Y., was organized March 26, 1904, and the following officers elected: President, F. E. McMullen, Aetna Life; vice-president, P. B. Van Duesen, Equitable; second vice-president, M. R. Miller, Penn Mutual; secretary, Clay Babcock, Mutual Life; treasurer, J. N. Alexander, National Life, Vt. The present officers, elected at the annual meeting in January, 1909, are: President, Charles H. McChesney; vice-president, A. B. Booth; second vice-president, A. G. Seager; secretary, H. R. Lewis; treasurer, W. T. Beebe; executive committee, M. P. Miller, E. G. Bennett, Clay Babcock, Thomas Wood and F. C. McMullen.

LIFE UNDERWRITERS' ASSOCIATION OF SAVANNAH, GA., was organized in February, 1906, with the following officers: President, Julian Schley; first vice-president, Cornelius F. Moses; second vice-president, E. S. Stoddard; secretary and treasurer, Benjamin J. Apple. The present officers elected in 1908, are: President, Julian Schley; vice-president, C. F. Moses; second vice-president, L. T. Doyle; secretary and treasurer, Ben J. Apple.

LIFE UNDERWRITERS' ASSOCIATION OF SPRINGFIELD, ILLINOIS, was organized in April, 1905. Officers were elected as follows: President, E. A. Peebles, Metropolitan; first vice-president, C. W. Walker, Equitable; second vice-president, F. W. Workman, Franklin Life; secretary, H. M. Sollenberger, Mutual Benefit; treasurer, J. H. Ruckel, New England Mutual Life. The present officers, elected at the annual meeting in January, 1908, are: President, C. D. Kipp; vice-president, E. R. Millett; second vice-president, H. M. Sollenberger; secretary, Edgar S. Barnes; treasurer, W. L. Stagg.

LIFE UNDERWRITERS' ASSOCIATION OF ST. LOUIS, MO. There was an association with this name organized January 7, 1891, which after a few years lost its vitality. An attempt was made in September, 1896, and again in October, 1897, to reorganize

the association, but the efforts were short-lived. Another reorganization was effected in January, 1902, and W. G. Day was elected president and George Benham secretary. At the annual meeting, held in February, 1909, the following officers were elected: President, John W. Estes, Aetna Life; vice-president, J. J. Kelly, State Mutual, Mass.; second vice-president, B. R. Leavell, Phoenix Mutual; secretary, W. C. Flynn, Northwestern Mutual; treasurer, W. J. Fischer, Northwestern Mutual.

LIFE UNDERWRITERS' ASSOCIATION OF TOLEDO.
[See Toledo Association of Life Underwriters.]

LIFE UNDERWRITERS' ASSOCIATION OF VIRGINIA was organized March 8, 1893, with the following officers: President, John B. Cary; first vice-president, J. A. Pleasants; second vice-president, Howard S. Wineford; secretary and treasurer, Ira Mowsey. The present officers, elected at the annual meeting held in Richmond in May, 1909, are: President, D. R. Midyette, Fidelity Mutual; vice-president, T. A. Cary, Northwestern Mutual; second vice-president, T. Garnett Tabb, Travelers; secretary and treasurer, R. Peter Jones, Metropolitan; executive committee, N. D. Sills, Sun Life; G. W. Bahlke, Metropolitan, and A. P. Wilmer.

LIFE UNDERWRITERS' ASSOCIATION OF WESTERN MASSACHUSETTS. This association was organized at Springfield, Mass., October 6, 1894. Officers were elected as follows: James L. Johnson of the Massachusetts Mutual, president; George H. Sutton of the Mutual Life, and H. K. Simons of the Equitable Life, vice-presidents; Henry P. Roberts of the Union Mutual Life, secretary; Archibald Ladner of the Provident Life and Trust, treasurer. The present officers of the association, elected at the annual meeting in February, 1909, are: President, Frederick C. Stedman; vice-president, Henry M. Clark; second vice-president, Winthrop W. Case; secretary, Henry S. Waldron; treasurer, E. Milton Allis; executive committee, John C. Robinson, William P. Draper, Fred L. Hinkley, Sylvanus B. Fay, and Archibald Ladner.

LIFE UNDERWRITERS' ASSOCIATION OF WICHITA, Kansas, was organized in October, 1908. Officers were elected as follows: President, C. H. Hatton, Equitable of Iowa; vice-president, H. I. House, Penn Mutual; secretary, C. H. Knight, Prudential; treasurer, H. W. Allen, Mutual Benefit.

LIFE UNDERWRITERS' ASSOCIATIONS. For a list of local associations composing the National Association of Life Underwriters, see National Association. For general organizations of life underwriters, see

Actuarial Society of America.

American Life Convention.

Associated Fraternities of America (Fraternal Beneficiary Orders).

Association of Life Insurance Medical Directors of America.

Association of Life Insurance Presidents.

International Association of Accident Underwriters.
National Fraternal Congress (Fraternal Beneficiary Orders).
National Association of Life Underwriters.
New England Women's Life Underwriters' Association.

LIFE UNDERWRITERS' NATIONAL ASSOCIATION OF.
[See National Association of Life Underwriters.]

LIMITING CLAUSES IN FIRE INSURANCE POLICIES.
[See Policy Forms, Fire (New York), Legislation and Coinsurance Clause.]

LINCOLN LIFE UNDERWRITERS' ASSOCIATION, Lincoln, Neb., was organized February 24, 1906, and officers were elected as follows: President, J. H. Mockett, Sr.; vice-president, H. W. Noble; secretary, Frank P. Dwiggin; treasurer, E. P. Bushman. The present officers, elected in January, 1909, are: President, J. H. Machett, Jr.; vice-president, Joe Kleine; secretary, N. H. Gardner; treasurer, M. L. Palmer; executive committee, A. R. Edminston, H. W. Noble and Morris Hyde.

LINCOLN NATIONAL LIFE INSURANCE COMPANY, Fort Wayne, Ind. Organized 1906; capital, \$150,000. S. M. Foster, president; Arthur F. Hall, secretary and manager.

LIPPINCOTT, HENRY C., manager of agencies for the Penn Mutual Life Insurance Company, was born at Philadelphia, Pa., April 12, 1844. He is a graduate of the Central High School of that city. In May, 1865, he was admitted to the Philadelphia bar, and practiced law until 1869, when he removed to Colorado, where he taught school, mined, wrote for the newspapers, and hustled generally. He found his true vocation in life insurance, to which he has devoted the remainder of his life. He entered the office of the Penn Mutual February 1, 1874, and served in various capacities until he was appointed manager of agencies in January, 1888. He is active in everything that pertains to life insurance, being a trained controversialist who delights in the gentle art of dialectics. His contributions to the business have been many and influential, and he has been in frequent request as a speaker by various associations. He has made the excellent canvassing material of the Penn Mutual and has much to do with its development as a company.

LITTLE, RUSSELL A., secretary of the Glens Falls Insurance Company, is a native of the New York village of Glens Falls and the son of the late Russell M. Little, many years the president of the company. He was born March 14, 1849, and was educated in the common schools, and on leaving them went into the fire insurance business as a clerk in a local agency office. He was afterward special agent for the Royal and special and general agent for the Glens Falls, and in January, 1893, was elected its secretary and was elected vice-president in January, 1908.

LITTLEJOHN, WILEY J., western manager for the North British and Mercantile Insurance Company, with headquarters at

Chicago, was born of Scotch ancestry at Memphis, Tenn., March 1, 1849. He was educated in the common schools and the Jesuit College (St. Louis University) at St. Louis, Mo. After leaving college he studied law, but drifted into fire insurance, which he then made the vocation of his life. He entered the local agency at Memphis of H. A. Littleton, and after his death succeeded him in business. In 1874 he became general agent of the Merchants of St. Joseph, Mo., which he afterward reinsured in the Connecticut Fire. The latter company employed Mr. Littlejohn as adjuster and special agent in the western field. He was at one time president of the Association of Fire Underwriters of Missouri, Kansas, and Nebraska, and was president of the Fire Underwriters' Association of the Northwest in 1894-95. When the western department of the Connecticut Fire was established in 1884 under the command of Abram Williams, Mr. Littlejohn was appointed assistant manager. He continued in that position until he was appointed to his present one in July, 1894.

LIVERPOOL AND LONDON AND GLOBE INSURANCE COMPANY of Liverpool, Eng. Henry W. Eaton, resident United States manager, New York.

LIVERPOOL AND LONDON AND GLOBE INSURANCE COMPANY of New York. Organized 1897; capital, \$200,000. Henry W. Eaton, president, and George W. Hoyt, secretary.

LLOYD, ISAAC FERRIS, formerly second vice-president of the Mutual Life Insurance Company of New York, is a native of Albany, N. Y., and was educated in that city. In 1864 he went to New York and entered the service of a tea importing house. The following year he accepted a clerkship in the Mutual Life Insurance Company, and was subsequently made chief accountant. From 1870 to 1876 he served as auditor, and from 1876 to 1885 as secretary of the company. In 1885 he was elected second vice-president. Mr. Lloyd having reached the age limit is no longer officially connected with the Company.

LLOYDS. [For a history of the Lloyds movement in the United States, from its rise in 1892 to the extinction of the speculative class engaged in this form of fire underwriting in New York by the action of the courts, see the *Cyclopedia of Insurance* for 1897-98 and 1898-99.] The New York Lloyds in active operation and reporting to the New York department in 1908 were the following:

Allied Underwriters, E. A. G. Intemann, Jr., Attorney.
 American Exchange Underwriters, Weed & Kennedy, Attorneys.
 American Lloyds, Hall & Trowbridge, Attorneys.
 Garfield Assurance Fire Lloyds, Chas. F. Mitchell, Attorney.
 Great Western Lloyds, Hall & Trowbridge, Attorneys.
 Indemnity Exchange, Wm. & R. W. Williamson, Attorneys.
 Individual Underwriters, John R. Waters, Attorney.
 Lumber Underwriters, Eugene F. Perry, Attorney.

Manufacturers' Lloyds, Jameson & Frelinghuysen, Attorneys.
Merchants' Fire Lloyds, Jameson & Frelinghuysen, and Henry Griffin, Attorneys.
National Underwriters of America, Hall & Trowbridge, Attorneys.
New York & Boston Lloyds, Willard S. Brown & Co., Attorneys.
New York and New England Underwriters, Richard J. Dunphy, Attorney.
New York Commercial Underwriters, Henry Stewart & Son, Attorneys.
New York Insurance Association, Daniel Woodcock & Co., Attorneys.
New York Reciprocal Underwriters, John R. Waters, Attorney.
North American Inter-Insurers, Benedict & Benedict, Attorneys.
United States Lloyds, Higgins and Cox, Attorneys.
Union Underwriters, Hall & Trowbridge, Attorneys.

The New York legislature in 1902, passed an act placing all Lloyds organizations under the supervision of the New York state insurance department.

The Individual Underwriters of St. Louis, W. H. Markham & Co., is a notable Lloyds association outside New York.

LLOYDS PLATE GLASS INSURANCE COMPANY of New York. Organized 1882; capital, \$250. W. T. Woods, president; C. E. W. Chambers, secretary.

LOCAL AGENT'S ASSOCIATION OF KANSAS was organized at a meeting held in Topeka in June, 1909, and officers were elected as follows: President, Frank S. Thomas, Topeka; vice-president, William Merriam, Kansas City, Kans.; second vice-president, L. E. Fontroy, Hutchinson; third vice-president, F. L. Travis, Iola; secretary-treasurer, W. W. Webb, Topeka.

LOCKE, SIDNEY E., assistant secretary of the Hartford Fire insurance company, was born in Glens Falls, N. Y., February 5, 1866. He was educated in the Glens Falls Academy, and began his insurance career in a local agency in that city in 1884. Later he accepted a position in the home office of the Orient insurance company, and also represented the company as special agent in New York state. In 1896 he was appointed special agent for the Philadelphia Underwriters in the Middle department territory, and was later assistant secretary of the Reading insurance company. He was elected to his present position in 1908.

LOCK, FRANK, New York, resident manager of the Atlas Assurance Company of London, was born on the Isle of Wight, England, January 10, 1855. Practically all his business life has been passed in insurance. He was eleven years in the home office of the Commercial of London, four years foreign superintendent of the Fire Insurance Association of London, two years United States manager of that company, and since July, 1891, he has been connected with his present company. In January, 1899, he was in addition elected president of the Kings County Fire Insurance Company of New York, and continues in that office. He also took an active part in organizing the General Adjustment Bureau of which he was the first president.

LOCKWOOD, BENONI, late New York metropolitan manager for the Insurance Company of North America, was a native of Providence, R. I., where he was born January 31, 1834. After a preparatory education in private schools of Philadelphia, he entered the University of Pennsylvania, from which he was graduated in 1852 with the degree of B.A. Two years later he received from his alma mater the degree of M.A. For some years after leaving the university he was in the mercantile business, but when the Civil War broke out he volunteered in the Sixth Pennsylvania Cavalry and served until March, 1864, retiring with the rank of major. He took up his residence in the city of New York, January 1, 1866, as a member of the insurance agency firm of Frame, Hare & Lockwood. In 1872, they established the United States branch office of the London Assurance Corporation at New York. He continued as manager until July, 1885, when he resigned to take charge of the metropolitan department of the Insurance Company of North America. Mr. Lockwood was vice-president of the National Board of Fire Underwriters from 1877 to 1879, inclusive, and president of the Tariff Association of New York in 1892 and 1893. He was elected president of the New York Board of Fire Underwriters in May, 1904, and May, 1905. Mr. Lockwood died April 27, 1909.

LOEB, LEO A., member of the firm of Adolph Loeb & Sons, Inc., Chicago, fire insurance agents, and son of the late Adolph Loeb, was born at Memphis, Tenn., in 1867. He is prominent in Jewish charitable and philanthropic work, being a member of the board of trustees of the United Hebrew Charities, vice-president of the Home for Jewish Friendless and Working Girls, and a member of the executive committee of the National Jewish Hospital for Consumptives, Denver, Colo.; trustee of the Jewish Agriculturalists Aid Society, Chicago, and a member of the Standard and Hamilton clubs.

LONDON AND LANCASHIRE FIRE INSURANCE COMPANY, Liverpool. A. G. McIllwaine, Jr., Hartford, Conn., manager of the United States branch.

LONDON ASSURANCE CORPORATION of London, England. Charles L. Case, New York City, manager for the United States; John H. Packard, agency secretary.

LONDON GUARANTEE AND ACCIDENT COMPANY, LTD., of London. A. W. Masters, United States manager, Chicago, Ill.

LONG, HARRY C., special agent of the London and Lancashire and Orient, is a native of Suffield, Conn., where he was born December 19, 1851. He learned the jeweler's trade and later devoted himself to mechanical and architectural drawing. In 1877 he entered the fire insurance agency business and ten years later was New England special agent for the United States Fire of New

York. In 1895 he was appointed special agent of the Orient for Connecticut, a part of New York and New Jersey, and now represents that company and the London and Lancashire in New Jersey, Pennsylvania, Maryland, Virginia, and West Virginia, with headquarters at New York.

LONG, WILLIAM PENN, special agent of the Hamburg-Bremen Fire Insurance Company, was born in Carbon county, Pennsylvania, May 30, 1855. His earliest vocation was that of a clerk in the coal freights department of the Lehigh Valley Railroad Company. After fourteen years with this company he engaged in the local fire and life insurance agency business at Lehigh-ton, Pa. In 1892 he was appointed special agent of the Farmers' of York for New York state, and in 1897 joined the field force of the American Fire as special agent in the middle department. He resigned as special agent for the American Fire in December, 1905, and accepted his present position with Hamburg-Bremen, as special agent in southern New Jersey, eastern Pennsylvania, Delaware, and Maryland, with headquarters at 308-10 Walnut street, Philadelphia.

LOOKER, OSCAR R., president of the Michigan Mutual Life Insurance Company, was born at Columbus, Ohio, June 19, 1846, and passed a part of his boyhood upon a farm near that city. Although but fifteen years of age at the time the Civil War broke out he enlisted in the Union army and served throughout the entire war. After its close he studied law at Columbus, but in 1869 he became connected with the Cleveland office of the Berkshire Life. In 1871 he joined the staff of the Michigan Mutual Life at its home office in Detroit, and in 1883 he was elected secretary and general manager of the company. Mr. Looker was elected president in 1893.

LOOMIS, JAMES LEE, assistant secretary of the Connecticut Mutual Life insurance company, was born at Granby, Conn., November 3, 1878. He was educated at the New York Military Academy, Cornwall on Hudson, and at Yale University, from which he graduated with the degree B. A., in 1901. He was admitted to the bar in 1905, and was elected to his present position with the Connecticut Mutual in 1909.

LOPEZ, JOSEPH, secretary of the Continental Insurance Company of New York, was born at Uniontown, Alabama, September 27, 1862, and received a college education, graduating from the University of Tennessee in the class of 1882. Prior to entering the service of the Continental he was engaged in civil engineering.

LOS ANGELES LIFE UNDERWRITERS' ASSOCIATION was organized at a meeting held September 17, 1904, and the following officers were elected: President, W. N. Holley; vice-president, J. C. Guy; second vice-president, W. P. Trumbower; secretary, C. I. D. Moore; treasurer, H. Haskell. The present officers, elected at the annual meeting in December, 1908, are: President, C. S. Montgomery; vice-president, I. J. Muma; second vice-presi-

dent, W. B. Stirdivant; secretary, W. A. Wood; treasurer, James L. Collins.

LOTT, EDSON S., president of the United States Casualty Company, New York, was born in Yates county, N. Y., of American parentage, November 10, 1858. He was educated in the public schools and the Penn Yan, N. Y. Academy and began his business life in newspaper work in which his experience was varied, and he was one of the incorporators of the *United States Investor* of Boston. He first entered the accident insurance business in 1892, and became superintendent of agents of the Manufacturers Accident Indemnity Company of Geneva, N. Y., and two years later, on the organization of the United States Casualty Company, he became assistant secretary of the company. He became secretary in 1897; was made general manager as well in 1901, and was elected to his present position in 1908. Mr. Lott is an active member of associations pertaining to accident and liability underwriting, was elected president of the International Association of Accident Underwriters in 1903, and re-elected in 1904; was vice-president of the Alliance Against Accident Frauds, 1904-1906; was elected president of the Board of Casualty and Surety Underwriters in 1908; was elected vice-president of the Casualty & Surety Social Club of New York in 1908. Mr. Lott was also the lecturer on accident insurance at the University of Pennsylvania in 1905.

LOUISIANA ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized in April, 1899. A meeting was held in 1900, but the association became disorganized, and was revived at a meeting in 1902. The present officers elected at the annual meeting in May, 1908, are: President, J. W. Alexander, Alexandria; vice-presidents, P. F. Pescud, J. L. Wasey, and H. Bodenheimer; secretary, Sol Weil, Alexandria; assistant secretary, J. S. Loeb, New Orleans; treasurer, D. A. Rose.

LOUISIANA FIRE INSURANCE COMPANY of Baton Rouge, La. Organized 1891; capital stock, \$61,565.28. O. B. Steele, president; R. N. Ross, secretary.

LOUISIANA FIRE PREVENTION ASSOCIATION was organized in September, 1904, and its objects are to inspect and promote the protection of property against fire, and the association also publishes advisory rates. Charles Janvier was the first president and Sol Bloodworth, secretary. The present officers and executive committee elected in September, 1908, are: President, J. D. Kitchen; vice-president, Fred C. Stockdell; secretary, Sol Bloodworth; executive committee, Chas. H. Pescay, E. E. Wright, H. M. Tanner, Thos. E. Mount, H. T. Nelson, E. H. Addington, Clarence F. Low, Edw. Bourne, Jr., Alonzo Church, Jas. B. Ross, H. P. Whitman, Fergus G. Lee.

LOUISIANA, INSURANCE SUPERVISION IN. The secretary of state is charged with the supervision of insurance interests

in Louisiana. He is authorized to appoint an assistant secretary of state, who has in recent years been given charge of the insurance department. The assistants who have served since 1884 are: Simeon Toby, from 1884 to 1891; William B. Spencer, from 1891 to 1894; George Spencer, in 1894 and 1895; Simeon Toby again in 1895, and John J. McCann in 1896. The present secretary of state is John T. Michel, and his official address is Baton Rouge. The assistant secretary of state in charge of the insurance department is Eugene J. McGivney, Baton Rouge.

LOUISIANA NATIONAL LIFE ASSURANCE SOCIETY, New Orleans, La. Organized 1906. L. P. Rice, president; Henry Kahn, secretary.

LOUISVILLE ASSOCIATION OF LIFE UNDERWRITERS was organized by the life insurance agents of Louisville, Ky., at a meeting held in September, 1904. The following officers and executive committee were elected: President, W. R. Noble, New York Life; vice-president, J. G. A. Boyd, Prudential; secretary, J. M. Johnson, Provident Savings; treasurer, F. L. McKernan, National of Vermont. The association was consolidated with the Georgia Association of Life Insurers in June, 1908, and the following are the officers: President, J. M. Johnson, Michigan State Life; vice-president, F. L. McKernan, National Life of Vermont; secretary and treasurer, G. L. McDonald, Phoenix Mutual Life; executive committee, J. M. Johnson, F. L. McKernan, G. L. McDonald, Henry J. Powell and H. D. Rodman.

LOUISVILLE BOARD OF FIRE UNDERWRITERS, of Louisville, Ky., was organized February 15, 1854, with William Riddle, president, and B. H. Gwathmey, secretary and treasurer. The association commemorated its fortieth anniversary January 13, 1904. The present officers, elected at the annual meeting in January, 1909, are: President, Howard W. Hunter; vice-president, Fred. J. Hummel; secretary, W. W. Boomer.

LOUISVILLE INSURANCE COMPANY, Louisville, Ky. Organized 1872; capital, \$100,000. Theodore Harris, president; S. M. Huston, secretary.

LOVELAND, CHARLES A., actuary of the Northwestern Mutual Life Insurance Company, was born at Troy, N. Y., October 3, 1841. He served for three years in the army during the Civil War; entered the office of the Northwestern Mutual in 1870, and has advanced through various grades to his present position. He is one of the charter members of the Actuarial Society of America.

LOVE, THOMAS B., commissioner of insurance and banking, Austin, Texas, is a native of Missouri, and was born on a farm in Webster county, Mo., June 23, 1870. He received a country school education and graduated from Drury College, Springfield, Mo., in the class of 1891. After a course in a law school he practiced

law at Springfield, Mo., until 1899, when he removed to Dallas, Texas, and took up the practice of law there. He was city attorney of Springfield, and was three times elected a member of the Texas legislature, being appointed speaker of the house for the session of 1907. He was appointed to his present position in 1907.

LOWDEN, WILLIAM H., was appointed manager of the Pacific coast department of the Norwich Union of England January 1, 1896. He was previously with the North British and Mercantile Insurance Company twenty-one years. Mr. Lowden was president of the Fire Underwriters' Association of the Pacific in 1891.

LOWELL MUTUAL FIRE INSURANCE COMPANY, Lowell, Mass. Organized 1832. Chas. A. Stott, president; Joseph Peabody, secretary.

LUCKETT, DAINGERFIELD G., secretary of the United States Casualty company, New York, is a native of Maryland and was born at Rockville, of American parentage, June 6, 1873. He was educated in the Rockville Academy. From 1891 to 1897 was private secretary to David B. Hill, United States senator from New York. In the latter year he became connected with the United States Casualty, and held successively the positions of assistant superintendent of agencies, and superintendent of agencies, personal accident department, and was appointed assistant secretary in 1901. He was elected to his present position in 1908.

• LUDLUM, CLARENCE ALLEN, assistant secretary of the Home Insurance Company of New York, was born in East Jamaica, Long Island, N. Y., September 4, 1865. He received a public school education, and, until accepting a position with the Home in December, 1890, was engaged in railroading and Pullman service. He was appointed to his present position in December, 1903.

LUMBER INSURANCE COMPANY OF NEW YORK, New York. Organized 1904; capital, \$200,000. G. A. Mitchell, president; R. H. McKilvey, secretary.

LUMBERMEN'S INSURANCE COMPANY, Philadelphia, Pa. Organized 1873; capital, \$250,000. Lewis Davis, president; Oliver H. Hill, vice-president and secretary.

LUMBERMEN'S MUTUAL INSURANCE COMPANY, THE, Mansfield, O. Organized 1895. E. S. Nail, president; W. H. G. Kegg, secretary. This company insures lumber yards, saw and planing mills.

LUNGER, JOHN B., vice-president of the Travelers Insurance Company, was born in Warren county, New Jersey, in 1864. He received his early education in the public schools and at the Centenary Collegiate Institute, Hackettstown, N. J. In 1880 he entered the service of the Prudential Insurance Company and was soon put

in charge of the mathematical work, and as the company grew he developed the actuary's department. The company opened an ordinary branch in 1886, of which he supervised both the office and field work. In February, 1897, he accepted the position of managing actuary of the New York Life Insurance Company. Five years later, on February 1, 1902, he resigned this office to accept his present position.

LYMAN, HENRY D., president of the American Surety Company of New York, was born April 12, 1852, at Parkman, O. He was educated in the common schools of that place and first came into prominence as a special agent of the post-office department of the United States. Under President Garfield's administration he was chief clerk of the contract office of the post-office department, and under President Arthur, second assistant postmaster-general. In 1885 he was elected secretary, and 1886 vice-president, and April 12, 1899, president of the American Surety Company; also trustee of North River Savings Bank, New York.

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MACAULAY, THOMAS BASSETT, secretary and actuary of the Sun Life Assurance Company of Canada, is a son of the veteran president of that institution, Robertson Macaulay, and was born at Hamilton, Ontario, June 6, 1860. He entered the service of the Sun Life in October, 1877. He was appointed actuary in 1880, secretary in 1891, and became director also of the company in 1898, and managing director in 1908. Mr. Macaulay is a Fellow (by examination) of the Institute of Actuaries of Great Britain, and supervisor at Montreal in connection with the examinations of the Institute. He is a charter member of the Actuarial Society of America, and was in 1899 elected president of the society and re-elected in 1900. He is also a Fellow of the Royal Statistical Society of England, and a corresponding member of the *Institute des Actuairees Francias*, Paris. He was one of the representatives of the Actuarial Society of America at the International Congress of Actuaries in Brussels in 1895, in London in 1898, in Paris in 1900, and in Berlin in 1906. He was elected vice-president of the Congress for the United States and Canada at the Paris Congress and again at Berlin.

MACDONALD, WILLIAM, of the firm Macdonald & Miles, general agents of the Westchester Fire Insurance Company for the Pacific coast, was born in New York, January 31, 1838. He began business life in New York city in the dry goods jobbing business. In 1861 he removed to California. In 1867 he was appointed local agent of the *Ætna* and *Phoenix* of Hartford in San Francisco, and a year later special agent for the former company, which position he held for a number of years. He was the first surveyor of the Board of Fire Underwriters of San Francisco, and established the business of the Scottish Union and National on the Pacific coast. For a number of years he had the management of that company, in connection with that of the Connecticut Fire. In 1888 he was elected vice-president and manager of the Anglo-Nevada. On the reinsurance of the Pacific coast business of that company with the London and Lancashire, Mr. Macdonald was made Pacific coast manager for the latter office. He resigned this position in August, 1906, and in November of the same year formed a co-partnership with D. E. Miles, who had also resigned as assistant manager of the London and Lancashire, and together they accepted the general agency of the Westchester Fire Insurance Company. Before entering the insurance business Mr. Macdonald was secretary of the San Francisco and Oakland Railway, now a portion of the Central Pacific system. •

He was colonel of the Second Regiment of Artillery in the National Guard of California for a number of years, and on the consolidation of the three regiments in San Francisco was elected the first colonel of the new regiment.

MACDONALD, THEODORE H., insurance commissioner of Connecticut, was born of American parentage in New Haven, Conn., March 11, 1862. He was educated in the common schools of his native city, and started his business career in newspaper work. He was appointed insurance commissioner in 1907, and was appointed Quartermaster General on the staff of Governor Roberts in 1905-6. He has held other public offices, and is a member of several fraternities notably the Masons, Knights of Pythias and Elks.

MACKAY, WILLIAM J., secretary of the Springfield Fire and Marine Insurance Company of Springfield, Mass., was born at Hamilton, Ont., March 29, 1852, of Scotch parentage. He was educated in the common and private schools of Niagara Falls, N. Y., and began his business career as a clerk in the office of the New York Central and Hudson River Railroad. In 1873 he became connected with the firm of Smith & Germain, general agents of the Fire Association of Philadelphia for the state of New York. He started an insurance agency at Niagara Falls in 1878, which grew to be the largest in the place. Among other companies he represented the Springfield, and in 1884 President Damon offered him the position of special agent for western and northern New York. In the spring of 1885 he was appointed special agent and in 1895 was elected assistant secretary. On the death of Secretary Hall in 1900 he was elected secretary. He has filled numerous political offices and been director in several corporations.

MACK, WILFRED WHALEY, insurance journalist, was born at Ithaca, N. Y., April 17, 1879, and received a public and high school education. He studied two years at the College of the City of New York, and two years also at Cornell University. After leaving Cornell he was a reporter on the New York *Sun*, until joining the *Weekly Underwriter* as assistant editor in 1902. He joined the *Insurance Field* of Louisville in 1905, as associate editor, with headquarters in Atlanta, Ga.

MAC SWEEN, JOHN FERGUSON, Omaha, Neb., western special agent of the Franklin Insurance Company of Philadelphia, was born March 25, 1848, at Glasgow, Scotland. He was educated in Scotland and Canada, and at the University of Michigan. He taught school, was principal of a high school, and was a practicing physician for seven years before entering the insurance business.

MADISON INSURANCE COMPANY, Madison, Ind. Organized 1848; capital, \$100,000. W. H. Powell, president; J. K. Weyer, secretary.

MAGILL, ROBERT H., district manager for Alameda and Contra Costa counties, California, of the Home Insurance Company of New York, was born in Westport, Ireland, February 22, 1832. Removed to Canada in 1841, and to Covington, Ky., in 1853. In this latter year he entered the employ of the Ætna of Hartford under J. B. Bennett. In 1857 R. H. and H. M. Magill organized the western department of the Phoenix of Hartford at Cincinnati, Ohio. In 1862 Robert H. became a resident of California, organizing the Pacific coast department of the Phoenix and Home of New York, and was the first manager to appoint recording agents throughout the Pacific states. In 1875 he became the manager of the Home Mutual of California. In 1897 he accepted the management of the Western and British America Assurance Company of Toronto for Alameda and Contra Costa counties, resigning at the close of 1905 to accept his present position with the Home of New York. Mr. Magill has been continuously in the business for over fifty years, is a thorough and popular underwriter and adjuster and transacts a large and profitable business.

MAINE ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized May 24, 1899, at Portland, Me., with the following officers: President, Gen. S. D. Leavitt of Eastport; vice-presidents, M. S. Bird of Rockland, L. C. Tyler of Bangor, E. H. Gove of Biddeford; secretary and treasurer, Thomas Little of Portland. The association was reorganized at a meeting held September 25, 1906, and the following officers were elected: President, F. C. Lyman, Bar Harbor; vice-president, J. W. McClure; second vice-president, Frank Nelson; secretary and treasurer, H. N. Pinkham. The above are the present officers.

MAINE INSURANCE SUPERVISION IN, 1868-1909. The insurance department in Maine was organized by act of the legislature in 1868, the chief official being the insurance commissioner, who is appointed by the governor for three years. The following is a list of these officials up to date:

Albert W. Paine, . . .	1868-1873	Oramandal Smith, . . .	1883-1884
Joshua Nye, . . .	1873-1879	Frank E. Nye, . . .	1884-1885
William Philbrick, . . .	1879-1880	Joseph O. Smith, . . .	1885-1893
Joseph B. Peaks, . . .	1880-1883	Stephen W. Carr, . . .	1893-1908

The present commissioner is Beecher Putnam, appointed for the term beginning January 1, 1909.

MAINE LIFE UNDERWRITERS' ASSOCIATION was founded in 1887. At the annual meeting of the association, held in January, 1909, the following officers were elected: President, Charles M. Bradley, Metropolitan; vice-president, G. Mortimer Barney, Travelers; secretary, George E. Smith, Northwestern; treasurer, J. Putnam Stevens, Massachusetts Mutual; executive committee: Ernest E. Decker, Connecticut Mutual; M. H. Neal, New York Life; Ira E. Sawyer, New England Mutual.

MAJESTIC LIFE ASSURANCE COMPANY, Indianapolis, Ind. Organized 1905; capital, \$100,000. R. D. Hughes, president; M. M. Mahoney, secretary.

MANHATTAN LIFE INSURANCE COMPANY, THE, of New York, was organized in 1850, under the general act of 1849, with a guaranteed capital of \$100,000. The government of the company is a mixed one, each share of the guaranteed capital being entitled to a vote for directors, and each person insured for life paying a premium of not less than \$75 is entitled to vote. The officers are: Henry B. Stokes, president; W. B. Lane, vice-president; J. H. Giffin, second vice-president; M. W. Torrey, secretary and actuary. The policies issued by the company are written with standard provisions, and contain extremely liberal tables of cash loan, paid-up and extended insurance value.

MANNHEIM INSURANCE COMPANY of Mannheim, Germany. Franz Herrmann, New York, United States manager.

MANN, HENRY R., Pacific coast insurance manager, was born at Marshall, Mich., in 1842, and went to California when but ten years of age. He has been a fire insurance agent thirty-five years. Mr. Mann was vice-president and chairman of the executive committee of the Pacific Insurance Union from its organization in 1885 to 1893, and president in that year.

MANTON MUTUAL FIRE INSURANCE COMPANY, Philadelphia, Pa. Organized 1894. Frederick A. Downes, president and treasurer; William M. Burgess, secretary.

MANUFACTURERS' MUTUAL FIRE INSURANCE COMPANY OF RHODE ISLAND, Providence, R. I. Organized 1835. John R. Freeman, president; Theodore P. Bogert, secretary.

MARINE BOARD OF UNDERWRITERS. [See Boards of Underwriters of New York, Boston Board of Marine Underwriters, Marine Underwriters' Association of San Francisco, Inland Marine Underwriters, and Institute of Marine Underwriters.]

MARINE INSURANCE. The principal companies doing marine insurance business report to the New York insurance department. Their statements of business, where they do both ocean and inland marine insurance, do not show the two classes separately. The following are the aggregates of marine business written in 1908 by seventeen fire and fire and marine and three marine companies of the United States, and the United States branches of seventeen foreign fire and marine and marine companies; thirty-seven companies in all.

Risks written in 1908,	\$6,950,173,008
Risks in force December 31, 1908,	557,401,881
Premiums written,	17,493,835
Losses paid,	10,529,553

MARINE UNDERWRITERS, INSTITUTE OF. [See Institute of American Marine Underwriters.]

MARKHAM, GEORGE D., senior member in the firm of W. H. Markham & Co. at St. Louis, Mo., was born at New Haven, Conn., July 25, 1859. He was educated at Kinne's School, Ithaca, N. Y., and was graduated from Harvard University with the degree of A. B. in 1881, and from Washington University of St. Louis with the degree of LL.B. in 1891. He was president of the National Association of Local Fire Insurance Agents from 1900 to 1902, and is president of the Missouri Association of Local Fire Insurance Agents. He is director of the St. Louis Business Men's League, the Mercantile Trust Company, and the Mercantile Library Association, and was a member of the St. Louis City Council, 1901-5.

MARSHALL, ELBERT PIKE, vice-president of the Union Central Life Insurance Company of Cincinnati, was born near Hamilton, Butler county, Ohio, June 15, 1845, his father Dr. John G. Marshall, being a prominent physician of that place. Mr. Marshall was graduated from Farmer's College, Ohio, in 1863, and soon after graduation received an appointment from the Secretary of the Navy and was assigned to duty in the Mississippi Squadron. At the close of the war in 1865, he resigned his position in the Navy and located in Cincinnati to enter upon a business career. He accepted in 1869, the position of assistant secretary of the Union Central Life, was elected secretary in 1881, actuary in 1888, and vice-president of the company in 1906. Mr. Marshall is a charter member of the Actuarial Society of America.

MARSHALL, GEORGE WILLIAM, former insurance commissioner of Delaware, was born at Georgetown, Del., of English and Scotch parentage, August 31, 1854. He was educated at Delaware College and the Jefferson Medical College of Philadelphia, from which he graduated in 1876. He practiced medicine for some years, and was president of the State Medical Society and Grand Master of Masons of Delaware for two terms. He was president of the Republican League of Delaware for four years, and has been a trustee of Delaware College for twenty years, and of the State College for Colored Students twelve years, and still remains a trustee in both. Dr. Marshall was formerly in the National Guard and was colonel of the First Regiment, National Guard of Delaware. He was a delegate to the National Republican Convention at Minneapolis in 1892, and has twice been nominated for governor by his party. He was elected insurance commissioner in November, 1900, for a term of four years. In 1903 the legislature enacted a law which gave the insurance commissioner supervision over all banking institutions, other than national banks in the state, and Dr. Marshall successfully established such supervision by his department. He retired from the office of insurance commissioner in January, 1909.

MARSHALL, JOHN JR., joint manager of the central department of the Fireman's Fund Insurance Company of San Francisco in Chicago, was born at Glasgow, Scotland. He was taken to San Francisco when a youth, and at the age of sixteen years went into the office of Robert Dickson, where he learned the rudiments of the fire insurance business. In 1888 he became a fieldman for Mr. Dickson's companies on the Pacific coast. In 1896 he was placed in charge of the western department of the Royal Exchange at Chicago. In May, 1900, he accepted his present position.

MARSHALL, WILLIAM A., vice-president and actuary of the Home Life Insurance Company of New York, is a director in this company and the Nyack National Bank. At the time he entered the service of the company in 1866 he was a teacher of mathematics. His whole business life has been devoted to this company. He was born in the city of New York and educated in Connecticut and New York schools. Mr. Marshall is a charter member of the Actuarial Society of America, member of the Hamilton and other clubs.

MARTIN, DAVID, insurance commissioner of Pennsylvania, is a native of Philadelphia, where he was born of Scotch-Irish ancestry, August 20, 1845. He received a public school education, and his early vocation was that of a farmer. He held the office of county commissioner of Philadelphia for six years, and was also mercantile appraiser and collector of internal revenue, first district, for two years. He represented his native city in the state senate for four years, and was appointed secretary of state, holding the office for eighteen months. In 1905 he was appointed to his present position on the resignation of Commissioner Durham.

MARTIN, FRANK E., secretary of the New Hampshire Fire Insurance Company, Manchester, N. H., is a native of that city, where he was born of American parentage. He received a public school education, and began his insurance career as office boy in the office of the New Hampshire Fire, working his way up through the various positions to the assistant secretaryship in 1894. He was elected to his present position in 1905.

MARTIN, HENRY C., insurance journalist, publisher, and editor of *Rough Notes*, Indianapolis, was born at Harbor Creek, Erie county, Pa., April 16, 1833. He was educated as a physician at Castleton Medical College, Vt., and the University Medical College of New York city, graduating from the latter institution in 1856-7. For several years Dr. Martin practiced his profession at McGregor, Ia. He entered the service of the Northwestern Mutual Life of Milwaukee in 1859, and was the first special agent of the company west of the Mississippi River, planting its first agencies in a number of northwestern states. Dr. Martin was with the Northwestern Mutual over twenty-one years, twelve of which he was in charge of the Indiana state agency at Indianapolis. He was

the first Indiana state agent of the Travelers. He established *Rough Notes* in November, 1878, and has since been its manager and editor. He was one of the incorporators and a director of the Indianapolis Fire Insurance Company, also its secretary for five years preceding February, 1907, when the control of the company was changed.

MARYLAND CASUALTY COMPANY of Baltimore, Md. Organized 1898; capital, \$750,000. John T. Stone, president; James F. Mitchell, secretary.

MARYLAND, INSURANCE SUPERVISION IN, 1872-1909. The Maryland insurance department was established by act of legislature of 1872, the appointment of insurance commissioner being vested in the board of public works, composed of the governor, state treasurer, and state comptroller. The term of office is four years. The commissioners since organization have been:

Charles A. Wailes, . . .	1872-1876	I. Freeman Raisin, . . .	1893-1895
John M. Miller, . . .	1876-1877	Thomas B. Townsend, . .	1895-1896
Jesse K. Hines, . . .	1877-1891	F. Albert Kurtz, . . .	1896-1900
J. Frederick C. Talbot, .	1891-1893	Lloyd Wilkinson, . . .	1900-1905

Frank I. Duncan was appointed in 1905, but resigned in October, 1905, and was succeeded by B. F. Crouse, who is the present commissioner.

MARYLAND LIFE INSURANCE COMPANY, Baltimore, Md. Organized 1865; capital, \$100,000. Wm. H. Blackford, president; John W. Hanson, secretary.

MASSACHUSETTS ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized at a meeting held in Worcester October 10, 1906. Officers were elected as follows: President, William Gilmour, Boston; vice-presidents, Fred C. Church, Lowell, C. H. Cornish, New Bedford, W. S. Warriner, Springfield, C. B. Russell, Marlboro, T. H. Raymond, Cambridge; secretary and treasurer, E. P. Ingraham, Worcester. These officers were re-elected at the annual meeting in October, 1907, and the following were elected the executive committee: F. S. Hamlin, G. H. Pendleton, George A. Nash, Alfred H. Nash, Oliver Walker, J. W. Fairbanks, and J. N. Buffington. The above are the present officers.

MASSACHUSETTS BONDING AND INSURANCE COMPANY, Boston, Mass. Organized 1907; capital, \$500,000; surplus, \$250,000. T. J. Falvey, president; John T. Burnett, secretary. The company writes surety bonds of every description and burglary and theft insurance.

MASSACHUSETTS, INSURANCE SUPERVISION IN, 1855-1909. The insurance department in Massachusetts was organized in 1855. There were three commissioners originally. By Chapter 177, Acts of 1858, the board of three commissioners was abolished, and a board of two substituted. The latter was abolished

by Chapter 255, Acts of 1866. Since that time the duties of supervision have been performed by one official, termed insurance commissioner, who is appointed by the governor and confirmed by the council, for a term of three years. The commissioners who have served since the organization of the department in 1855 are as follows:

Augustus O. Brewster,	April 3, 1855—April 3, 1859
Nathaniel R. Allen,	April 3, 1855—April 3, 1856
Charles L. Putnam,	April 3, 1856—Sept. 30, 1856
Elihu C. Baker,	June 6, 1856—April 3, 1859
John Field,	Sept. 30, 1856—April 3, 1858
George T. Stearns,	May 20, 1857—April 3, 1860
Elizur Wright,	April 28, 1858—April 28, 1867
George W. Sargent,	April 28, 1859—April 28, 1867
John E. Sanford,	June 20, 1866—Nov. 1, 1869
Julius L. Clarke,	Oct. 28, 1869—Jan. 1, 1875
Stephen H. Rhodes,	Dec. 8, 1874—Mch. 12, 1879
Julius L. Clarke,	May 3, 1879—Feb. 14, 1883
John K. Tarbox,	April 21, 1883—May 28, 1887
George S. Merrill,	June 3, 1887—Sept. 30, 1897
Frederick L. Cutting,	Sept. 30, 1897—Nov. 1907

The deputy commissioners have been:

George W. Sargent,	May 17, 1871—June 16, 1872
Stephen H. Rhodes,	June 17, 1872—Dec. 31, 1874
Benjamin C. Dean,	Mch. 4, 1875—Mch. 21, 1876
George H. Long,	April 1, 1876—Feb. 19, 1877
William S. Smith,	Mch. 20, 1877—Aug. 30, 1894
Frederick L. Cutting,	Aug. 30, 1894—Sept. 30, 1897
Frank H. Hardison,	Oct. 7, 1897—Nov. 1907

Frederick L. Cutting who had been commissioner since 1894, resigned in November, 1907, owing to ill-health, and Frank H. Hardison, who was deputy commissioner, was appointed to succeed him, and is the present commissioner. Charles W. Fletcher is deputy commissioner.

MASSACHUSETTS MUTUAL FIRE INSURANCE UNION.

This is an organization of domestic mutual fire insurance companies which have been in successful operation for from fifty to seventy-five years. It is distinct from and has no affiliation with the mill or manufacturers' mutuals. About the beginning of 1879 officers of the Massachusetts mutuals, realizing that, while the competition of the stock companies was very great, there was much lack of harmony among themselves, and believing that the mutual system was, through intention or misunderstanding, misrepresented, resolved to form an association that would enable the mutuals to present a solid front to their competitors.

In June, 1879, a call for a meeting to consider the advisability of forming a union was issued, signed by three of the managers. Charles A. Howland of the Quincy Mutual, E. M. Tucke of the Traders and Mechanics, and Alfred L. Barbour of the Cambridge Mutual. In response to the call the representatives of seven of the companies appeared, and a temporary organization was made,

with H. C. Bigelow as chairman and Alfred L. Barbour as secretary.

On September 10, 1879, the Massachusetts Mutual Fire Insurance Union was organized by the choice of E. B. Stoddard of the Merchants and Farmers of Worcester as president, Charles B. Cummings of the Massachusetts Mutual, and George B. Faunce of the Dedham Mutual as vice-presidents, and Alfred L. Barbour of the Cambridge Mutual, secretary. George Heywood of the Middlesex Mutual, Charles M. Miles of the Worcester Mutual, L. H. Bradford of the Fitchburg Mutual, E. M. Tucke of the Traders and Mechanics Mutual, and Charles A. Howland of the Quincy Mutual were elected an executive committee.

The object of the union, as stated in the preamble, was "to consider all matters affecting mutual companies and adopt all things that will work for the benefit of that system of insurance;" "for social and fraternal purposes, to the end that peace, harmony, and good fellowship may reign."

The headquarters of the mutual are at No. 101 Milk Street, Boston, where they have a large room for their meetings every Saturday, and a small room for conference, and where the secretary attends three times per week. They support a general inspector of risks. They believe in the social element, and every quarter a banquet follows the business meeting. Once a year an excursion to some prominent place is taken, usually attended by from sixty to eighty members, friends and ladies. The union stands relatively to the mutuals as the New England Insurance Exchange stands to the stock companies.

The present officers, elected at the annual meeting in September, 1908, are: President, W. L. Harris; vice-presidents, Francis H. Lincoln, and James Y. Noyes; secretary and treasurer, Charles F. Danforth; executive committee: W. L. Harris, Francis H. Lincoln, James Y. Noyes, Henry W. Cushing, George W. Hinkley, Edward M. Tucke and John M. Stevenson.

In 1894 an understanding was reached by the union with the New England Insurance Exchange whereby the two organizations act in harmony in numerous matters of rates, permits, and time limitations of policies.

They now have a standing committee of conference, by which matters of importance are considered, and the questions of rates, overhead writing, and rules have been amicably arranged.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY of Springfield, Mass., was incorporated May 15, 1851. Wm. W. McClench, president; Wheeler H. Hall, secretary.

MASSACHUSETTS TITLE INSURANCE COMPANY of Boston, Mass. Organized 1885; capital, \$300,000. Eugene O'Brien, manager; William I. Norton, secretary.

McADAM, LUCIUS, actuary of the United States Annuity and Life Insurance Company of Chicago, is a native of the city of New

York. He was graduated from the College of the City of New York, and entered the service of the former Guardian Life Insurance Company of that city, of which he became actuary and secretary. He was subsequently admitted to the bar in New York, and practiced law in connection with life insurance in all the courts of that state. In 1896 he connected himself with the Hartford Life Insurance Company as actuary and counsel, and there remained nine years, until February, 1906, when he was elected to his present position.

McALLISTER, JAMES W., president emeritus of the Franklin Fire Insurance Company of Philadelphia, was born May 15, 1836, and entered the office of that company as a clerk when seventeen years old. He advanced by successive promotions to the presidency of the company, to which he was elected in 1881, succeeding the late Alfred G. Baker, who resigned in December of that year. He resigned as president of the Franklin Fire in 1908, and was appointed president emeritus, and he is also a director of the company.

McBURNEY, WILLIAM ROSS, insurance journalist, associate editor of the *Insurance Post*, and secretary of the Insurance Post Publishing Company, Chicago, was born in Chicago of Scotch-Irish parentage, March 8, 1877. He was educated in the grammar schools of Chicago, and after a year spent in the service of Marshall Field & Co., entered the services of the *Insurance Post*, in September, 1892. He is active in church affairs and an officer in the Christian Endeavor and other church societies and organizations.

McCALL, JOHN CHAPMAN, secretary of the New York Life Insurance Company, was born January 24th, 1875, at Albany, N. Y. He was graduated from Harvard University in 1899, and immediately entered the service of the New York Life as a clerk. He was made Recorder of the Company in 1899, elected assistant secretary in November, 1900, elected junior secretary in May, 1903, and on the death of the senior secretary of the company, Mr. C. C. Whitney, in 1904, he was elected to the office of senior secretary.

McCLENCH, WILLIAM W., president of the Massachusetts Mutual Life Insurance Company, was born in Chicopee, Mass., April 6, 1854. He was educated in the public schools of his native town, and in Tufts College, graduating therefrom in 1875. His early vocation was that of teaching, which he left to take up the practice of law. As counsel for the Massachusetts Mutual Life he became connected with life insurance, and was elected a director of the company in 1899, and second vice-president in 1905. He was elected president on October 28, 1908, to fill the vacancy caused by the death of John A. Hall. He was elected mayor of Chicopee in 1892, and was president of the Springfield Board of Trade in 1903-1904.

MCCCLINTOCK, EMORY, vice-president and actuary of the Mutual Life Insurance Company of New York, was the son of the late Rev. Dr. John McClintock, president of the Madison, N. J., Theological Seminary. He was educated at Columbia College and the University of Göttingen, Germany. After returning to America he served as United States counsel at Bradford, England, three years. Adopting the profession of life insurance, he was appointed actuary of the Asbury Life Insurance Company of New York in 1868. In 1871 he transferred his actuarial services to the Northwestern Mutual Life of Milwaukee, and on the retirement of Professor Bartlett as actuary of the Mutual Life in 1888 was appointed to succeed him. He was elected vice-president in 1906. Mr. McClintock is an ex-president of the Actuarial Society of America, and of the American Mathematical Society, and is a fellow of the Institute of Actuaries of England. He has received the degree of LL.D. from Columbia and Yale Universities.

MCCORD, JOSEPH, vice-president and secretary of the Hanover Fire Insurance Company, of New York, is a native of Pennsylvania, and was born in Cumberland county of American parentage, March 21, 1847. He received a public school education, and has spent most of his business life in fire insurance. He was elected to his present position in January, 1906.

MCCULLOCH, SAMUEL W., deputy insurance commissioner of Pennsylvania, was born at McCulloch's Mills, Pa., October 30, 1857, of Scotch-Irish parentage. He received a common school and academic education. In 1883 he entered the insurance department, and has been deputy commissioner since 1894.

MCCURDY, RICHARD A., former president of the Mutual Life Insurance Company of New York, was born in the city of New York in 1835, and is a son of the late Robert H. McMurdy, many years a prominent director of the company. Mr. McCurdy studied law at Harvard University, graduating in 1855 with the degree of LL.B. He practiced law in New York with Lucius Robinson, afterward governor of the state, was appointed attorney of the Mutual Life in 1860, elected vice-president in 1865, and president in 1885, on the death of President Winston. He resigned as president in 1906.

MCCURDY, ROBERT H., formerly general manager of the Mutual Life Insurance Company of New York, was born in New York city May 26, 1859. He received a college education, graduating from Harvard in the class of 1881, and in that year he entered upon his insurance career as clerk in the metropolitan agency. In 1886 he was appointed superintendent of the foreign department of the Mutual Life, and in 1903 was elected general manager. He was a trustee of the Mutual Life, and is also a director of the Astor National Bank, Windsor Trust Company, and numerous other financial and business corporations. He resigned as general manager

in 1906, and is a member of the banking firm of McCurdy, Henderson & Co., New York.

MCELHONE, F. H., joint manager of the central department of the Fireman's Fund Insurance Company of San Francisco, in Chicago, was born April 28, 1859, at Ellenville, N. Y. After leaving school he was several years learning the tanning business, but eventually abandoned it for fire insurance, and in 1885 entered the New York office of the Washington Fire and Marine Insurance Company. He passed considerable time in the service of this company, and in a special agency of the Pennsylvania Fire for Texas and Arkansas, which he resigned in 1890 to enter the service of the Fireman's Fund as special agent for Texas, Arkansas, and Louisiana, with headquarters at Dallas. In November, 1899, he was made second assistant manager, and in May, 1900, joint manager of the central department of the company.

MCGREGOR, PETER DUNCAN, manager of the western department of the Queen Insurance Company, was born at Inverness-shire, Scotland, of Scotch parentage, January 13, 1865. He was educated in the public schools of Chicago and started his business career in the office of J. O. Wilson in 1881, and remained with him until the western department of the Union of Philadelphia was taken up in 1885, when he became connected with the western department of the Connecticut Fire, of which he was successively clerk, special agent, assistant manager, and associate manager. He was appointed to his present position in October, 1899. He was president of the Fire Underwriters' Association of the Northwest in 1900-1901.

McILWAINE, ARCHIBALD G. JR., United States manager of the London and Lancashire Fire Insurance Company, and president of the Orient Insurance Company of Hartford, Conn., was born at Petersburg, Va., of Scotch-Irish extraction, September 5, 1859. He was educated in the public schools and University School of Petersburg, and in youth entered the service of the Petersburg Savings and Insurance Company, from which he went to the New York Underwriters' Agency, to be its special agent in the south. Subsequently, he was for several years general agent for the London and Lancashire at Atlanta, and in 1893 was called to the New York office to take the position of assistant manager. He succeeded Jeffrey Beavan as manager in 1894.

McKIAN, P. J. V., was born in Perth, Ont., July 12, 1865. He was educated in the public schools and the Perth Collegiate Institute, graduating with first honors and winning the gold medal. In 1881, he removed to Chicago and learned the printer's trade, being employed at times in the largest offices of the city. For two years he managed the Chicago office of the Baltimore and Ohio District Telegraph Company. His preference was newspaper work, however, and, going east was attached to the local staff of the New York *World* for a year and a half. Returning to Chicago, he was

appointed manager of the *Jewelers' Journal*, and after spending five years with it he turned his attention to insurance writing, entering the service of *The Argus* in September, 1899. For two years he represented that journal in the field, when he became associate editor, serving in that capacity until January 1, 1902, when he was chosen editor. Mr. McKian resigned as editor of *The Argus* and retired from journalism in November, 1904. In May, 1905, he became editor and manager of *The Canadian Bookseller* at Toronto, Canada. He returned to *The Argus* as editor on January 1, 1909.

McKNIGHT, ALEXANDER, vice-president Fidelity Mutual Life Insurance Company, Philadelphia, was born in Philadelphia, August 25, 1856 of Scotch Irish ancestry. He was educated in the public schools of his native city, and taught school for some years before entering upon life insurance work. He is a member of the board of public education of Philadelphia, and active in the social and business affairs of the city.

McMASTER, FITZ HUGH, insurance commissioner of South Carolina, was born at Winnsboro, Fairfield county, S. C., July 22, 1867, and was educated in Mt. Zion Academy and the University of South Carolina, from which he graduated, and from which he received the degree of A.B. in 1888 and LL.B. in 1889. His early business experience was acquired in a life insurance general agency, and later engaged in newspaper work. He was business manager of the *Charleston Evening Post* for eight years and circulation manager for *The State* of Columbia, S. C. He has served as a member of the state legislature from Charleston county, and was for several years a member of the South Carolina Historical commission. He is a director of the Palmetto National Bank of Columbia, S. C.; a member of the Sons of the Revolution, and other historical, social and fraternal organizations. He was appointed to his present position on the creation of the department in 1908.

McNEIL, GEORGE LEONARD, president Massachusetts Accident Company, is a son of the late George E. McNeil, founder of the company and for years prominent in insurance and labor circles, and was born in Boston, Mass., November, 29, 1866. He was educated in the public schools of Cambridge and Somerville, Mass., and learned the printer's trade after leaving school. He began his insurance career as a clerk in the office of the company of which he is now president, and occupied successively the positions of bookkeeper, cashier and secretary. Upon the reorganization of the company on a stock basis in 1908 he was elected president and general manager. He was secretary for several years of the International Association of Accident Underwriters, is a member of its executive committee, and is also chairman of the Geo. E. McNeil Medal Committee of the association.

McNEIL, NELSON A., fire underwriter, was born at Salisbury, Litchfield county, Conn., July 9, 1852. His education was received

at the district schools previous to his fourteenth year, at which time he was given a clerkship in a mining office. He engaged as a local agent in the insurance business in 1874, and at one time had agencies at Bridgeport, New Haven, and Lime Rock, which latter he still retains. He was for three years special agent of the Washington Fire and Marine of Boston and six years of the Niagara Fire, part of which time he also represented the Caledonian for Connecticut. He was appointed assistant United States manager for the Caledonian in July, 1894, and was vice-president and secretary of the Caledonian-American Insurance Company of New York. He resigned the assistant-managership of the Caledonian, December 30, 1905, and as vice-president and secretary of the Caledonian-American in November, 1905.

MECHANICS AND TRADERS INSURANCE COMPANY, New Orleans, La. Organized 1869; capital, \$300,000. James Nichols, president; T. L. Macon, and H. A. Smith, vice-presidents; R. L. Emery, secretary; T. B. Norton and G. H. Tryon, assistant secretaries. The company is controlled by interests closely allied with the National Fire of Hartford.

MECHANICS INSURANCE COMPANY, Philadelphia, Pa. Organized 1854; capital, \$250,000. S. J. Martin, president; J. A. Snyder, secretary.

MECHANICS' MUTUAL FIRE INSURANCE COMPANY, Providence, R. I. Organized 1871. John R. Freeman, president; Theodore P. Bogert, secretary.

MEDICAL DIRECTORS, ASSOCIATION OF LIFE INSURANCE. [See Association of Life Insurance Medical Directors.]

MEINEL, EDWARD, was born in Chicago, Ill., January 28, 1869. He was educated in the public schools and in 1884 associated himself with the Underwriters' Exchange, now the Chicago Fire Underwriters Association, as office boy, where he remained five years, subsequently becoming chief clerk and accountant in the Chicago city department of the Northern Assurance Company. Later he was connected with the office of Ducat & Lyon, then managers of the Home Insurance Company at Chicago, soliciting, inspecting, and adjusting. In 1892 he became special agent of the Manchester in the west and south, and in 1896 was made special agent of the Continental in New York state. On January 1, 1898, he was appointed assistant manager of the Manchester and assistant secretary of the American Fire of New York. These positions he resigned in April, 1901, to accept the secretaryship of The Eagle Fire Company of New York. He is now a member of the local agency firm of Fred S. James & Co., New York.

MERCANTILE FIRE AND MARINE INSURANCE COMPANY, Boston, Mass. Organized 1823; capital, \$200,000. E. T. Campbell, president; J. Simpson, secretary.

MERCANTILE FIRE INSURANCE COMPANY, Denver, Col. Organized 1907; capital, \$50,000. W. J. Galligan, president; J. R. Gardner, secretary.

MERCHANTS AND BANKERS FIRE INSURANCE COMPANY, Des Moines, Iowa. Organized 1907; capital, \$34,950. W. W. Lyons, president; Chas. E. Campbell, secretary.

MERCHANTS AND FARMERS' MUTUAL FIRE INSURANCE COMPANY, Worcester, Mass. Organized 1846. President, Henry M. Witter; secretary, Harry S. Myrick.

MERCHANTS AND MANUFACTURERS INSURANCE COMPANY, Cincinnati, Ohio. Organized 1838; capital, \$150,000. William H. Calvert, president; W. S. Hukill, Jr., secretary.

MERCHANTS' INSURANCE COMPANY, Bangor, Me. Organized 1885; capital, \$100,000. Transacts a marine insurance business only. W. B. Snow, president; C. D. Pearson, secretary.

MERCHANTS INSURANCE COMPANY, Denver, Col. Organized 1907; capital, \$50,000. W. J. Galligan, president; J. R. Gardner, secretary.

MERCHANTS' MUTUAL FIRE INSURANCE COMPANY, Providence, R. I. Organized 1874. William McBee, president; James H. Sweet, secretary.

MERIDIAN LIFE AND TRUST COMPANY, Indianapolis, Ind. Organized 1897; re-incorporated 1900. Arthur Jordan, president; T. J. Owens, secretary.

MERIDIAN LIFE INSURANCE COMPANY, Indianapolis, Ind. Organized 1897; capital \$200,000. Arthur Jordan, president; Thos. J. Owens, secretary.

MERRIMACK MUTUAL FIRE INSURANCE COMPANY, Andover, Mass. Organized 1828. Joseph A. Smart, president; Burton S. Flagg, secretary.

MESSENGER, HIRAM J., actuary of the Travelers Insurance Company, was born in Canandaigua, N. Y., July 6, 1855, and received his early education in the state normal school at Cortland, N. Y. At the completion of his course he entered Cornell University, graduating in the class of 1880 with the degree of Lit.B., and again returned to Cortland as professor of mathematics. In 1881 Mr. Messenger accepted the position of professor of mathematics at Napa College, California, where he remained for two years, leaving to pursue an advanced course in mathematics at Cornell, where he received a mathematical fellowship and the degree of Ph.D. in course. In 1886 Mr. Messenger was appointed associate professor of mathematics in the University of the City of New York, which position he held until 1890, when he went abroad to pursue

a course of study in the Institute of Actuaries in London. On his return he entered the employ of the Metropolitan Life Insurance Company of New York, where he remained until 1898, when he was elected to his present position. Mr. Messenger is a fellow of the Actuarial Society of America, fellow of the American Association for the Advancement of Science, and fellow of the American Statistical Society. He is also a member of the American Mathematical Society, of the honorary society of Phi Beta Kappa, of the National Geographical Society, of the Metropolitan Museum of Art, New York city, of the American Museum of Natural History, New York city, and a trustee of the American Scenic and Historic Preservation Society. He was non-resident lecturer on life, accident, liability, and health insurance at Cornell University in 1901. He is the author of various pamphlets on life and health insurance, including "Health Insurance in the United States," "The Rate of Sickness," "The Gain and Loss Exhibit."

METROPOLITAN CASUALTY COMPANY of New York. Organized 1874; capital, \$200,000. E. H. Winslow, president; S. W. Burton, secretary. [Formerly Metropolitan Plate Glass Insurance Company.]

METROPOLITAN FIRE INSURANCE COMPANY, Chicago, Ill. Organized 1902; capital, \$200,000. Thomas F. Keeley, president; George Essig, secretary; John Naghten & Co., general managers.

METROPOLITAN LIFE INSURANCE COMPANY of New York was originally chartered as a casualty company, and began business as the National Travelers Insurance Company. The act of incorporation was passed May 5, 1866. The title was changed by an act passed March 24, 1868, becoming the Metropolitan Life Insurance Company. The casualty feature of the business was omitted and regular life insurance adopted under the general act of June 24, 1853, embracing insurance upon the lives of individuals and annuity transactions.

In 1879 the Metropolitan adopted the working methods of the system of insurance known as the English industrial plan, as exemplified by the London Prudential, which had attained great popularity in Great Britain.

The issue of industrial policies was commenced in November, and the total number in force December 31, 1879, was 5,143, covering insurance to the amount of \$440,049.

The system developed with great rapidity and success, and the principal insurance departments discussed it in annual reports with much favor.

With the beginning of 1892 the company instituted an important advance movement. Announcement was made that every industrial policy issued after that time would be entitled to a paid-up policy in the event of lapse, after being in force five or more years. This feature was also extended to all existing industrial policies, conditioned on their remaining in force five years from January 1, 1892.

In the summer of 1893 the company made important concessions to industrial policy-holders. It instructed its superintendents that the non-forfeiture rule should be put in immediate operation, instead of deferring the time to 1897.

Since 1896 numerous additional concessions have been granted to policy-holders, including cash dividends, revival of lapsed policies, granting policies on the lives of children which mature as endowments for larger sums than were previously given on whole life policies, etc.

Various attacks have been made on child insurance in the legislatures of different states. In 1895 there was a hearing before the Massachusetts legislature, lasting six weeks. Testimony was taken by the committee running into thousands of pages; society was much stirred up on the subject pro and con, and newspaper discussion was full; the result of the vote was 149 to 23 against the bill to prohibit insurance on the lives of children under ten years of age. The legislatures of Pennsylvania, Connecticut, Tennessee, Michigan, Georgia, Delaware, Missouri, and Illinois, have (most of them repeatedly) refused to pass bills preventing child insurance. In 1896 and 1898, bills to prohibit child insurance in Ohio were introduced, but failed of passage. Another determined attempt in this direction was made in 1900, and although the plan was to force the passage of the bill without granting a hearing to the companies interested, it was recommitted, and when it came up for a vote in the senate the only member to vote for it was the one who introduced it.

During the past fourteen years with no stipulation in the policies, expressed or implied, the company has paid to industrial policy-holders in cash dividends, mortuary dividends, and other concessions nearly \$16,000,000, and during the year 1909, \$2,600,000, will be disbursed upon non-participating industrial policies in the form of cash dividends, mortuary dividends, increases of benefits upon existing policies and the granting of free policies to all holders of whole life policies who have attained the age of seventy-five.

All the infantile policies written by this company from January, 1896, to January, 1907, were endowments and for amounts corresponding with the life policies of other industrial companies. The increased reserve liability required by these contracts over what would have been required on life policies was more than \$12,000,000, at the end of 1908.

In 1906 the company made a special investigation of its industrial mortality experience and the results showed a marked improvement over the previous table of mortality.

A new table of benefits, based upon this recent mortality experience, was then constructed and put forth for 1907 on the whole life plan, the payment of premiums ceasing after age seventy-five.

The figures showing the business of the Metropolitan in the "industrial department" are as follows, the number of policies in force and the amount of insurance outstanding at the close of each year being given:

Year.	Number in Force.	Amount of Insurance.	Year.	Number in Force.	Amount of Insurance.
1879.....	5,143	\$440,049	1894.....	3,559,165	\$423,514,171
1880.....	110,193	9,103,870	1895.....	3,458,846	416,062,194
1881.....	190,348	17,894,620	1896.....	3,643,569	454,068,004
1882.....	335,789	34,679,307	1897.....	4,028,722	534,343,756
1883.....	526,042	56,536,325	1898.....	4,317,274	591,627,272
1884.....	670,999	71,965,635	1899.....	4,855,756	688,629,175
1885.....	829,833	91,434,252	1900.....	5,327,067	768,977,676
1886.....	1,066,875	119,560,339	1901.....	6,008,662	881,491,451
1887.....	1,345,125	147,758,287	1902.....	6,608,291	981,676,306
1888.....	1,632,642	176,533,142	1903.....	7,187,345	1,059,875,827
1889.....	1,849,113	200,829,929	1904.....	7,614,729	1,127,889,229
1890.....	2,096,595	231,115,440	1905.....	8,119,158	1,207,924,329
1891.....	2,278,487	254,939,881	1906.....	8,487,670	1,264,684,502
1892.....	2,715,414	305,451,576	1907.....	9,013,087	1,317,883,486
1893.....	2,932,064	343,917,746	1908.....	9,301,001	1,334,951,425

For more than ten years prior to 1892 the business in the "ordinary department" declined, because no effort was made to secure new policy-holders, but in that year the company decided to revive this department, and the following is the record of ordinary business issued each year:

Year.	No.	Amount.	Year.	No.	Amount.
1892.....	1,704	\$2,002,641	1901.....	115,431	84,334,849
1893.....	5,486	6,123,656	1902.....	132,964	101,812,141
1894.....	12,326	14,099,859	1903.....	137,917	100,920,211
1895.....	15,572	17,822,542	1904.....	178,312	131,312,194
1896.....	16,483	16,314,767	1905.....	185,741	134,709,960
1897.....	36,663	25,505,975	1906.....	152,300	112,886,895
1898.....	55,189	45,058,562	1907.....	160,871	122,405,935
1899.....	79,549	65,650,789	1908.....	158,442	119,306,797
1900.....	94,506	85,026,924			

The figures for years prior to 1906 are on a written basis and the figures for the subsequent years are on a paid-for basis.

Statement for the year ending December 31, 1908.

Assets,	\$236,927,361.19
Liabilities,	214,804,454.07
Capital and Surplus,	22,122,907.12

The original officers of the company were: James R. Dow, president, and Elias H. Jones, secretary. In June, 1870, John R. Hegeman became secretary, and in October of the same year vice-president. Joseph F. Knapp was elected president in 1871, and William J. Comley, secretary. The former, until his death, remained at the head of the company. Secretary Comley, however, was succeeded in 1872 by Robert A. Grannis, who retained the position until he joined the Mutual Life in 1877, when Mr. Hegeman assumed the duties in connection with those of the vice-presidency. In 1890 George H. Gaston was made secretary. Upon the death of President Knapp, in 1891, Vice-President John R. Hegeman was elected president, and Mr. Haley Fiske, vice-president. In April, 1892, Mr. Gaston was made second vice-president, combining with his new office the duties of the old. In May, 1894, Mr. George B. Woodward, for many years secretary of the John Hancock, was elected secretary, and in 1901 third vice-president. James S. Roberts

was at the same time made secretary. Mr. Frank O. Ayers was elected fourth vice-president in 1903. Mr. James M. Craig is the actuary; Thomas H. Willard and Augustus Knight, medical directors; Frederick H. Ecker, treasurer; Walter Stabler, comptroller; Stewart L. Woodford, counsel; John R. Hegeman, Jr., J. J. Thompson, T. R. Richardson, F. F. Taylor, Frederick A. Betts, George C. Penhallow, assistant secretaries; W. S. Manners, E. M. Holden, D. M. Gedge assistant medical directors; Charles G. Reiter, James C. Brown, James D. Craig, Raymond V. Carpenter, assistant actuaries; I. J. Cahen, manager ordinary department; Jacob Chadeayne manager intermediate branch; Lee K. Frankel, Ph.D., manager industrial department.

METROPOLITAN SURETY COMPANY, New York, N. Y. Organized 1905; capital, \$250,000. This company was placed in a receiver's hands in January, 1909.

MICHIGAN ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS held its first annual meeting July 25, 1899, and elected the following officers: President, Fred Guenther, Detroit; vice-presidents, C. S. Holden, Grand Rapids, E. Van Zile, Bay City, E. G. Spaulding, Port Huron, Charles Russell, Cadillac; secretary and treasurer, W. A. Eldridge, Detroit. The present officers, elected at the annual meeting at Saginaw in August, 1908, are: President, O. A. Jenison, Lansing; vice-presidents, C. E. Russell, Cadillac; Seeley R. Birchard, Bay City; Henry N. Geer, Saginaw; H. H. Wright, Port Huron; James Brown, Mt. Pleasant, and Harry C. Davis, Marquette; secretary and treasurer, W. A. Eldridge, Detroit.

MICHIGAN COMMERCIAL INSURANCE COMPANY, Lansing, Mich. Organized 1904; capital, \$400,000. Frank A. Hooker, president; Arthur D. Baker, secretary.

MICHIGAN FIRE AND MARINE INSURANCE COMPANY, Detroit, Mich. Organized 1881; capital, \$400,000. M. W. O'Brien, president; E. J. Booth, secretary.

MICHIGAN, INSURANCE SUPERVISION IN, 1871-1909. The department was established by act approved April 13, 1871. The official head is the commissioner of insurance, who is appointed by the governor for a term of two years. The commissioners have been:

Samuel H. Row,	April, 1871—Jan., 1883
Eugene Pringle,	Jan., 1883—Jan., 1885
Henry S. Raymond,	Jan., 1885—July, 1891
William E. Magill,	July, 1891—July, 1893
Theron E. Giddings,	July, 1893—July, 1897
Milo D. Campbell,	July, 1897—July, 1899
H. H. Stevens,	July, 1899—Jan., 1901
James V. Barry,	Jan., 1901—

Mr. Barry was reappointed in 1903, 1905, 1907, and 1909. M. O. Rowland is deputy commissioner.

MICHIGAN MILLERS' MUTUAL FIRE INSURANCE COMPANY, Lansing, Mich. Organized 1881. Robert Henkel, president; A. D. Baker, secretary.

MICHIGAN MUTUAL LIFE INSURANCE COMPANY, Detroit, Mich. Organized 1867. O. R. Looker, president; A. F. Moore, secretary.

MICHIGAN STATE LIFE INSURANCE COMPANY, Detroit, Mich. Organized 1907; capital, \$100,000. J. W. McCausey, president; Franklin B. Mead, secretary.

MIDDLE DEPARTMENT, UNDERWRITERS' ASSOCIATION OF. [See Underwriters' Association of the Middle Department.]

MIDDLEBROOK, LOUIS F., assistant secretary of the Hartford Steam Boiler Inspection and Insurance Company, was born in Trumbull, Conn., May 28, 1866, and received his education in the public schools of Trumbull, and the Connecticut Literary Institute of Suffield, Conn. He began his business career with the Hartford Steam Boiler in 1885, and was elected to his present position in 1897. He was commissioned ensign, United States Navy, June 22, 1898, and served as watch and division officer on board U. S. S. Enquirer, and U. S. S. Jason, third district, coast defense system, during the Spanish-American war, and was honorably discharged September 9, 1898. He was appointed captain and naval aide on the staff of Governor McLean of Connecticut in 1901.

MIDDLESEX MUTUAL ASSURANCE COMPANY, Middletown, Conn. Organized, 1836. O. Vincent Coffin, president; C. W. Harris, secretary.

MIDDLESEX MUTUAL FIRE INSURANCE COMPANY, Concord, Mass. Organized 1826. Richard F. Barrett, president; Adams Tolman, secretary.

MIDDLE STATES INSPECTION BUREAU. The officers are: Joseph McCord, chairman; F. O. Affeld, vice-chairman; C. J. Holman, treasurer; William S. Wensley, secretary. A governing committee of twelve members is elected at each annual meeting. The office of the Bureau is at No. 58 William Street, New York.

MIDDLEWEST FIRE INSURANCE COMPANY, Valley City, North Dakota. Organized 1906; capital \$100,000. Frank White, president; W. A. Gordon, secretary.

MIDLAND MUTUAL LIFE INSURANCE COMPANY, Columbus, Ohio. Organized 1906. W. O. Thompson, president; B. F. Reinmund, secretary.

MILLERS' MUTUAL FIRE INSURANCE ASSOCIATION, Alton, Ill. Organized 1877. Geo. Postel, president; A. R. McKinney, secretary and treasurer.

MILLERS' NATIONAL INSURANCE COMPANY, Chicago, Ill. Organized 1865; (mutual). C. H. Seybt, president; M. A. Reynolds, secretary.

MILLIGAN, EDWARD, vice-president of the Phoenix Insurance Company of Hartford, Conn., was born at Haddonfield, N. J., June 1, 1862. At the age of seventeen years he went into the insurance agency office of J. B. Kremer & Durban, Philadelphia, as a clerk. When he left the service of that firm years later, it was to assume the position of surveyor in the Philadelphia office of the Aetna of Hartford. Here he remained until 1888, when he was offered and accepted the special agency of the Phoenix of Hartford, with headquarters at Philadelphia. On September 15, 1896, Mr. Milligan was appointed secretary of the company, and in January, 1907, vice-president.

MILL OWNERS' MUTUAL FIRE INSURANCE COMPANY, Chicago, Ill. Organized 1895. H. N. Wade, president; P. J. Halla, secretary.

MILWAUKEE BOARD OF FIRE UNDERWRITERS was organized in January, 1876. It is a rating bureau and has also established and controls fire insurance patrols in Milwaukee. The present officers, elected at the annual meeting in October, 1908, are: President, Frank J. Meyer; vice-president, Walter Green; secretary, J. O. Myers; treasurer, Emil Ph. Hunkel. George E. Heaney is superintendent of the rating bureau, and there is a board of directors of nine. The board also conducts a fire patrol.

MILWAUKEE FIRE INSURANCE COMPANY, Milwaukee, Wis. Organized 1898; capital, \$200,000. William L. Jones, president; H. A. Nolte, secretary.

MILWAUKEE MECHANICS' INSURANCE COMPANY of Milwaukee, Wis. Organized 1852; capital, \$500,000. William L. Jones, president; Oscar Griebing, secretary.

MIN-DAKO-WIS TRIBE is a social organization, membership in which is confined to those who have been engaged in field work in Wisconsin, Minnesota, and the Dakotas. A temporary organization was effected August 14, 1899, with the following officers: J. J. McDonald, president; W. L. King, secretary; E. G. Halle, S. E. Cate, and W. E. Page, executive committee. The name, suggested by Mr. Walter H. Cobban of Minneapolis, is a combination of the abbreviations of the names of the states to which the membership is limited. The annual meetings are held in Chicago on the evening of the first day's session of the Fire Underwriters' Association of the Northwest. New members are not admitted and the organization is kept alive for social purposes and to continue the relations brought about among those who formerly did field work in those three states.

MINER, FRANK LEDYARD, proprietor of the *Underwriters' Review* of Des Moines, Ia., was born of English parentage in Groton, Conn., February 23, 1861. His education was obtained in the public schools, and he worked for a time in a country mercantile store and wholesale city stores. He spent several years ranching in Wyoming, and later was in the grocery business in Omaha and Chicago. From 1892 to 1900 he was with the *Insurance Post*, leaving that paper January 1, 1900, to become joint proprietor of the *Philadelphia Intelligencer*. On January 1, 1903, Mr. Miner, having sold his interest in the latter journal, bought the *Underwriters' Review* of Des Moines, Iowa, to which place he removed to take charge as manager. On February 10, 1908, was elected president of the Bankers' Accident Insurance Company of Des Moines.

MINNEAPOLIS ASSOCIATION OF LIFE UNDERWRITERS was organized June 25, 1896, by life insurance agents in Minneapolis, Minn., most of whom had been members of the Minnesota Association of Life Underwriters. The convenience of Minneapolis agents in attendance upon meetings was given as the reason for cleavage, the headquarters of the older organization being virtually at St. Paul. C. W. Van Tuyl was chosen chairman, and W. M. Horner, secretary. The officers, elected at the annual meeting in January, 1909, are; President, James A. Hunter, Canada Life; vice-president, Wm. J. Keating, Equitable, of N. Y.; secretary, Robert S. Thomson, State Mutual of Worcester; treasurer, J. J. Ahern, Massachusetts Mutual; executive committee, C. W. Van Tuyl, State Mutual; F. C. Butts, John Hancock; B. H. Timberlake, Prudential.

MINNEAPOLIS UNDERWRITERS' INSPECTION OFFICE. Organized 1882; reorganized 1897. This organization makes all the rates, inspections, and carries on the work of associations known as Boards of Fire Underwriters. This office is now conducted under the System known as the Independent Rating System. J. A. Brant is manager. The Minneapolis Board of Fire Underwriters, organized 1895, is a separate organization, whose only purpose is to maintain the salvage corps (or fire patrol). The officers are C. B. Shove, president; Jacob Stone, secretary.

MINNESOTA AND DAKOTA FIRE UNDERWRITERS was organized April 23, 1885, being the successor of the Wisconsin, Minnesota, and Dakota Union. The first meeting was held at Minneapolis, and J. J. McDonald was elected president, A. J. Trumbull, vice-president, and A. K. Murray, secretary and treasurer. The presidents since organization have been: 1885 J. J. McDonald; 1886, A. J. Trumbull; 1887, J. H. Griffith; 1890, E. M. Hitchcock; 1892, George G. Williams; 1893, Samuel J. Johnson; 1894, Walter H. Cobban; 1895, Howard DeMott; 1896, R. A. Overpeck; 1897, R. R. Briggs; 1898, Otto E. Greely; 1900, D. F. Vail; 1901, Walter C. Leach; 1902, Clarence D. Hayes; 1903, George C. Main; 1904, Frank A. Mannen; 1905, Hugh R. Loudon; 1906, R. L. Bruen; 1907, J. F. Stafford.

The organization up to 1908 was a rating and supervising body, having charge, practically, of the states of Minnesota and North Dakota, excepting the towns under the jurisdiction of the St. Paul and Minneapolis inspectorship, the Winona inspectorship, and the Duluth inspectorship. The association originally had jurisdiction over South Dakota.

The present officers elected at the annual meeting in July, 1909, are: President, W. J. Haggarty, Fire Association; vice-president, E. A. Davis, National Union; secretary, Mrs. F. S. Schoen; treasurer, W. M. Higley, Hanover; executive committee: George A. Mowry, L. F. Daniels, W. J. Haggarty, C. S. Cowles and A. R. Gress, J. L. King, and C. W. Cartwright. The secretary is appointed by the executive committee.

MINNESOTA ASSOCIATION OF LIFE UNDERWRITERS of St. Paul was organized November 4, 1886, and re-organized in April, 1906, officers: President, George B. Graves; vice-president, N. P. Langford, Jr., secretary and treasurer, John K. Robinson. The present officers are: President, Chas. J. Hunt; vice-president, Max Strouse; secretary and treasurer, John K. Robinson; executive committee: W. F. Peet, N. P. Langford, Jr., R. J. Fry, and J. J. Bullis.

MINNESOTA ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized in June, 1898, with the following officers: President, John Rogers, Jr.; William Ffaender, H. M. Wheelock, D. M. Baldwin, and H. B. Prince, vice-presidents; C. P. Preston, secretary and treasurer. The present officers, elected at the annual meeting in 1908, are: President, J. Quincy Haas, St. Paul; vice-president, John H. Griffin, Albert Lea; second vice-president, Theodore Williams, Mankato; third vice-president, A. C. Dixon, Winona; fourth vice-president, G. A. Bliss, Rochester; secretary and treasurer, W. H. Hart, St. Paul; executive committee: J. P. Thomson, Minneapolis; C. E. Braden, Minneapolis; A. A. Doolittle, St. Paul; John F. Schurch, Minneapolis; R. W. McGarry, Stillwater.

MINNESOTA, INSURANCE SUPERVISION IN, 1872-1909. The insurance department was organized under act approved February 29, 1872, the supervising official being termed insurance commissioner. He is appointed by the governor for two years. The commissioners have been:

Pennock Pusey,	March 1, 1872—Dec. 15, 1873
A. R. McGill,	Dec. 15, 1873—Jan. 6, 1887
Charles Shandrew,	Jan. 6, 1887—Jan. 22, 1889
Calvin P. Bailey,	Jan. 22, 1889—Jan. 5, 1891
Christopher H. Smith,	Jan. 9, 1891—June 18, 1896
Elmer H. Dearth,	Jan. 1, 1897—Feb. 25, 1899
J. A. O'Shaughnessy,	Feb. 25, 1899—Feb. 25, 1901
Elmer H. Dearth,	Feb. 25, 1901—Feb. 25, 1905

T. D. O'Brien was appointed commissioner in February, 1905, but resigned in 1907, and John A. Hartigan was appointed his successor and was re-appointed in 1909.

MINNESOTA MUTUAL LIFE INSURANCE COMPANY, St. Paul, Minn. Organized in 1880; reorganized on a legal reserve basis in 1901. E. W. Randall, president.

MINNESOTA TITLE INSURANCE AND TRUST COMPANY, Minneapolis, Minn. Organized 1885; capital, \$200,000. J. W. Barnes, president; William S. Jenkins, secretary.

MISSISSIPPI ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized at Vicksburg, June 14, 1899. The following officers were elected: C. H. Campbell, Winona, president; J. M. Klein, Vicksburg, vice-president; J. K. Moore, Vicksburg, secretary. At a meeting held in June, 1908, officers were elected as follows: President, P. L. Hennessey, Vicksburg; vice-president, B. H. Grimes, Meridian; secretary and treasurer, Jas. K. Moore, Vicksburg.

MISSISSIPPI, INSURANCE SUPERVISION IN. Under the revised code of 1857 the auditor of public accounts was charged with the supervision of insurance of Mississippi. The auditor is appointed for a term of four years. Those who have served since 1880, when the insurance law was amended, are Sylvester Gwin, whose term expired in 1886, and W. W. Stone, who continued in office until 1896, when he was succeeded by W. D. Holder. The legislature in 1902 enacted a new code of insurance laws and created a department of insurance. W. Q. Cole, who, as auditor of state, had charge of insurance, was appointed insurance commissioner to serve until January 1, 1904, a commissioner to be elected by the people at the general election of 1903 to succeed him. At the general election of 1903 he was elected commissioner. T. M. Henry is the present commissioner elected in 1907, for the term of four years.

MISSOURI ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized at Sedalia, Mo., January 28, 1897, with the following officers: William G. Baird of Kansas City, president; and John A. Bryant of Kansas City, secretary and treasurer. The association was reorganized at a meeting held in Kansas City, June 13, 1907, and at the annual meeting held in St. Louis in November, 1908, officers were elected as follows: President, C. F. Enright, St. Joseph; vice-president, W. J. Campbell, Kansas City; second vice-president, S. C. Capen, St. Louis; third vice-president, F. H. Krismann, St. Louis; secretary and treasurer, Cliff C. Jones, Kansas City.

MISSOURI FIRE PREVENTION ASSOCIATION was organized at a meeting of special agents held in Kansas City, Mo., in September, 1903, and the following officers were elected: President,

J. D. Fleming, Connecticut Fire; vice-president, S. E. Cate, North British and Mercantile; secretary, W. L. Ely, Insurance Company of North America; treasurer, Howard Hudler, Union of Philadelphia. The present officers elected at the annual meeting in June, 1908, are: President, Fred W. Bowers, Phoenix, Hartford; vice-president, Chas. H. Allan, Michigan Commercial; secretary and treasurer, A. H. Grupe, Providence-Washington; executive committee, P. H. Knighton, German American; C. W. Crossan, Iowa State; E. R. Perfect, American, N. J.; C. H. Anderson, Northern, England; F. T. M. Wenie, Williamsburgh City.

MISSOURI, INSURANCE SUPERVISION IN, 1869-1909.

The act creating the insurance department in Missouri was approved March 4, 1869. The superintendent of insurance is appointed by the governor for a term of four years. The superintendents since the organization of the department have been:

Wylls King,	March, 1869—June, 1872
Miles Sells,	June, 1872—March, 1873
William Selby,	March, 1873—October, 1873
Francis P. Blair, Jr.,	October, 1873—July, 1875
Celsus Price,	July, 1875—March, 1877
William S. Relfe,	March, 1877—March, 1881
John F. Williams,	March, 1881—March, 1885
Alfred Carr,	March, 1885—March, 1889
Christopher P. Ellerbe,	March, 1889—March, 1893
John R. Waddill,	March, 1893—March, 1897
Ed. T. Orear,	March, 1897—March, 1901
Thomas H. Wagner,	March, 1901—June, 1902
Edward E. Yates,	June, 1902—November, 1902
Robert G. Yates,	November, 1902—March, 1905
W. D. Vandiver,	March, 1905—March, 1909

John Kennish is the present superintendent appointed in March, 1909, and T. O. Towles is deputy superintendent.

The following is a list of the deputy superintendents:

Charles E. King,	March, 1869—March, 1873
D. P. Wallingford,	March, 1873—October, 1873
Charles E. King,	October, 1873—March, 1877
Martin L. Hubble,	March, 1877—March, 1878
S. A. Gilbert,	March, 1878—March, 1881
Edward W. Knott,	March, 1881—March, 1889
Andrew Van Wormer,	March, 1889—March, 1893
O. K. Clardy,	March, 1893—December, 1894
W. D. Murray,	December, 1894—March, 1897
T. O. Towles,	March, 1897—

The office of the insurance department, which was, from the establishment of the department in 1869, located at St. Louis, was removed to Jefferson City in 1897.

MISSOURI STATE LIFE INSURANCE COMPANY, St. Louis, Mo. Organized 1892; capital, \$100,000. E. P. Melson, president; R. B. Nueske, secretary.

MOIR, HENRY, associate actuary, Home Life Insurance Company of New York, was born in Midlothian, Scotland, February 22,

1871. He was educated in a country village school and George Watson's College, Edinburgh, and became a Fellow of the Faculty of Actuaries in Scotland by examination in 1892, and a Fellow of the Institute of Actuaries, London, in 1897; was vice-president of the Actuarial Society of Edinburgh in 1899-1900. On removing to America in 1901, he was elected an associate of the Actuarial Society of America, becoming a fellow by examination in 1903. He is now vice-president of the society. Mr. Moir was editor of the latest edition of "Principles and Practice"; also author of the "Life Assurance Primer," and of several pamphlets treating of actuarial subjects and general questions in life assurance; prize essayist at the Institute of Actuaries.

MONROE, ALEXANDER R., assistant manager of the western department of the Queen Insurance Company at Chicago, was born in Tain, Ross Shire, Scotland, July 12, 1862, and was educated in the public schools and Gillespie College, Edinburgh, Scotland. In 1883, shortly after his arrival in the United States, he entered the employ of the Franklin Fire of Indianapolis, serving as assistant bookkeeper, daily report clerk, and city solicitor successively. In September, 1886, he joined a local agency firm at Indianapolis, where he continued until July, 1889, when he became manager of the insurance department of Robert Zener & Co., remaining in this position up to January 1, 1895. On the latter date he was appointed special agent for the Connecticut Fire in Indiana and Kentucky, and in 1898 became Indiana state agent for the same company. In January, 1900, he was appointed special agent for the Queen in the same territory, and on January 1st, 1905, was appointed to his present position.

MONONGAHELA INSURANCE COMPANY, Pittsburg, Pa. Organized 1854; capital, \$200,000. John H. Claney, president; W. K. Reifsnyder, secretary.

MONTANA ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized at a meeting held in Butte, March 7, 1907. At a meeting held in Billings, May 18, the organization was perfected and the following officers elected: President, Thomas J. Bouton, Billings; vice-president, Fred C. Stoddard; secretary and treasurer, J. T. O'Brien, Butte. The present officers elected at the annual meeting in 1908, are: President, H. G. Pickett; vice-president, G. P. Wellcome; secretary and treasurer, E. L. Ensign, Helena.

MONTANA, INSURANCE SUPERVISION IN, 1883-1909. Under the territorial insurance act of March 8, 1883, the territorial auditor was made the official to whom insurance companies and agents should report. When Montana was admitted to the Union as a state, in November, 1889, the state auditor succeeded the territorial auditor as insurance supervisor. The auditors since 1883 have been:

J. P. Woolman, Territorial Auditor,	1883-1888
James Sullivan, Territorial Auditor,	1888-1889
Edward A. Kenney, State Auditor,	1889-1893
Andrew B. Cook, State Auditor,	1893-1897
T. W. Poindexter, Jr., State Auditor,	1897-1901
J. H. Calderhead, State Auditor,	1901-1905
H. R. Cunningham, State Auditor,	1905-

The state auditor is elected by the people for a term of four years. C. D. French is the deputy commissioner of insurance. The legislature in 1909 passed a law designating the state auditor, "Commissioner of Insurance, ex-officio," as well, and provided for the appointment of a deputy commissioner of insurance.

MOORE, A. F., secretary of the Michigan Mutual Life Insurance Company, was born at Buckeye Cottage, Perry county, Ohio, June 10, 1860. He was educated in the public schools and at Madison Academy, and began teaching school at the age of sixteen. Later he published *The Independent*, at New Lexington, Ohio. He entered the service of the Michigan Mutual Life as clerk in the investment department in 1892, and was promoted to manager of that department in 1894. He was elected to his present position in 1901.

MOORE, C. I. D., secretary of the Pacific Mutual Life Insurance Company, Los Angeles, Cal., is of Irish-Canadian descent and was born in Toronto, Canada, February 16, 1865. He received a high school and collegiate education, graduating from Victoria University in 1888. He engaged in teaching and was for three years an instructor in a boy's academy in Tokyo, Japan, and later was in charge of the public schools of Santa Monica, Cal. He entered the life insurance business in 1902, entering the service of the Conservative Life Insurance Company of Los Angeles, and after several years spent in field and office work, was appointed assistant secretary of the Pacific Mutual Life, and was elected to his present position in 1908.

MOORE, FRANCIS C., former president of the Continental Insurance Company of New York, is a native of Houston, Tex. His early years were passed in Philadelphia. He was educated in its public schools and high school, and studied the profession of law in the University of Pennsylvania, but did not seek admission to the bar. In 1863 he was superintendent of a lumber and planing mill, and in 1868 was in the employ of a wholesale manufacturer of paper and envelopes. Later, Mr. Moore became interested in fire underwriting as a broker, and in 1869 joined the Continental, which appointed him manager of agencies in 1880. In 1881 he was elected second vice-president, and on the death of Mr. Hope, in 1885, he became first vice-president. On the retirement of Mr. Lamport from the presidency, in 1888, Mr. Moore was elected president. He has written a great deal upon fire underwriting, and is the author of several text-books on the subject. His "Guide to Agents" has had a very large circulation, as well as his later work, "Fire

Insurance and How to Build." The "Universal Mercantile Schedule" is largely his work, and he was chairman of the committee which prepared it. He resigned the presidency of the Continental January 1, 1903, and retired from active business.

MOORE, FRANKLIN J., vice-president and secretary of the General Accident Insurance Company of Philadelphia, and United States manager of the General Accident, Fire and Life Assurance Corporation of Perth, Scotland, was born in Morrow, O., December 11, 1861. He obtained his education in the public schools, after leaving which he was for three years a stenographer. Since 1885 he has been in the personal accident insurance business, becoming in that year New York agent for the New England Mutual Accident Association of Boston. In 1889 he became superintendent of agencies, with headquarters in Boston, and in 1896 secretary and general manager of the company, until its business was re-insured with the General Accident, Fire and Life Assurance Corporation in April, 1899, when he accepted the position of assistant United States manager, and the position of United States manager in 1906. He was elected president of the International Association of Accident Underwriters at its meeting in 1902, and is also president of the Moore Manufacturing Company.

MOORE, GEORGE H., assistant secretary of the Chicago branch of the Liverpool and London and Globe Insurance Company, began his insurance career in 1878 as a special agent of the Manhattan Fire Insurance Company of New York, for Michigan, Ohio, Illinois, Indiana, and West Virginia. In 1882 he accepted the Michigan state agency for the Liverpool and London and Globe, and in 1893 was transferred by the company to his present position. He was president of the Underwriters' Association of the Northwest in 1896-1897.

MOORE, J. THOMAS, superintendent of agencies of the Provident Life and Trust Company of Philadelphia, was born in that city May 9, 1861. He was graduated from the Central High School of that city. He was soon afterward employed in Chicago by the Illinois Central Railroad soliciting freight. He entered the service of the Provident in its Chicago general agency July 1, 1886, removed to Philadelphia February, 1888, doing special work for the company until April 1, 1901, when he was appointed to his present position.

MOORE, WILLIAM A., first vice-president of the Phoenix Mutual Life Insurance Company of Hartford, was born in Ohio in 1854. He was in the Albany, N. Y., office of the company some years before being transferred in 1874 to the home office. He was elected assistant secretary in 1897, director in 1902, secretary in 1903, and first vice-president in December, 1904.

MORANT, GEORGE C., former manager of the fire department of the Commercial Union at the home office, London. He

was for some years connected with the Royal of Liverpool, then with the Northern Insurance Company's office in London. In 1873 he was appointed foreign superintendent of the Guardian, and in 1885 assistant manager, and in 1901 manager of the fire branch of the Commercial Union. He was also manager of the Palatine (of London) by which the foreign business of the Palatine (of Manchester) was taken over in 1900, but retired in 1907.

MORRIS, JOHN E., formerly secretary of the Travelers Insurance Company was born at Springfield, Mass., November 30, 1843. He was in the employ of the Charter Oak Bank of Hartford, with the exception of nine months' absence with the Twenty-second Connecticut Regiment in the war, from 1860 to 1864. In the latter year he obtained a clerkship in The Travelers, and remained continuously with the company until 1907. He was elected assistant secretary in May, 1874, and secretary and director, July 5, 1898, but resigned the secretaryship in January, 1907.

MORTON, JOHN BENJAMIN, second vice-president of the Fire Association of Philadelphia, was born in Philadelphia, April 1, 1848, and was educated in the public and high schools of his native city. He began his business career in fire insurance, and was a clerk in a local agency office, and entered the agency department of the Fire Association as clerk in 1873.

MORTON, PAUL, president of the Equitable Life Assurance Society, was born in Detroit, Mich., May 22, 1857. He received a common school education and began his business life as an office boy in the freight office of the Chicago, Burlington & Quincy Railroad. He filled successively the positions of clerk, rate clerk, general clerk, and general passenger agent, and was for two years general freight agent of the road. In 1890 he became vice-president of the Colorado Fuel and Iron Company. In 1896 he was appointed third vice-president of the Atchison, Topeka and Santa Fé Railroad, and two years later became second vice-president. He retained this position until appointed secretary of the navy, July 1, 1904. He resigned as secretary of the navy July 1, 1905, and was elected to his present position.

MOSCOW FIRE INSURANCE COMPANY, Moscow, Russia, entered the United States in January, 1900, making a deposit in New York state, and it has been licensed in several states. Paul E. Rasor, New York City, is resident manager.

MOUNTAIN FIELD CLUB. This association was organized by fire insurance general and special agents in the mountain field at a meeting held in Denver, Col., June 29, 1905. Its purposes are social and educational, and its membership includes resident managers and general agents and special agents having jurisdiction in Colorado, Wyoming, and New Mexico. The club has no officers and its affairs are conducted by an executive committee of five.

MOYER, ROBERT B., secretary of the C. C. Hine's Sons Company, was born at Peru, Ill. August 29, 1870. He entered the office of the Life Indemnity and Investment Company of Waterloo, Ia., which became the Iowa Life Insurance Company, and was for five years the president's confidential clerk. He came to New York and became connected with the home office of the Metropolitan Life in 1893. In 1894 he was associate editor of the *Insurance Advocate*, which position he resigned in July, 1895, to take a responsible place in a large manufacturing establishment. His strong taste for journalism led him to return to that field a year later as New York correspondent for the *Standard* and the *Chicago Tribune*, and editorial writer for several monthlies, and in 1899 became connected with the *Insurance Monitor*, of which he was for sometime business manager.

MUIR, WILLIAM, formerly president Union Insurance Company of Philadelphia and president of the Insurance Company of the State of Pennsylvania. [See Death Roll.]

MULLINS, CHARLES F., formerly manager for the Commercial Union of London for the Pacific coast, was born in London, and began his business career in the office of the Commercial Union. He was afterwards superintendent of agencies and assistant manager of the New York branch. He was transferred to the position of resident secretary at the Chicago office in 1878, and at that time established its western department, and in 1884 was appointed manager of the Pacific coast branch. Mr. Mullins is the oldest employee of the Commercial Union, as to length of service in the United States, having been with the company since 1869. He also represented the Alliance Assurance Company of London as manager of the Pacific coast branch, having received that appointment January 1, 1897; also the Palatine Insurance Company, Limited, of London, as manager of the Pacific coast branch. Mr. Mullins retired as manager of the coast departments February 1, 1907.

MUNICH REINSURANCE COMPANY of Munich, Bavaria, entered the United States in 1898, making a deposit with the New York department. Ernest Thalmann, and Isaac Seligman, and George Frederick Victor are trustees for the United States. The United States manager is Carl Schreiner.

MUNN, JOHN PIXLEY, president of the United States Life Insurance Company of New York, was born in 1847 at Gates, near Rochester, N. Y. After graduating from the University of Rochester, he entered the Bellevue Medical College, securing a degree therefrom in 1876. Locating in New York city Dr. Munn began and continued the practice of his profession. His connection with the United States Life dates from 1877, when he entered its employ as examining physician. For many years he was its medical director and member of the board of directors. In 1902 Dr. Munn was elected president of the company in succession to George H. Burford, resigned.

MUTUAL ASSURANCE COMPANY FOR INSURING HOUSES FROM LOSS BY FIRE, Philadelphia, Pa. Organized 1784. J. D. Sergeant, chairman; Clifford Lewis, treasurer.

MUTUAL ASSURANCE SOCIETY OF VIRGINIA, Richmond, Va. Organized 1794. Edwin A. Palmer, president; T. Bol-ling, Jr., assistant secretary.

MUTUAL BENEFIT LIFE INSURANCE COMPANY, THE, of Newark, N. J. The Mutual Benefit was chartered by the state of New Jersey by an act approved January 31, 1845, and began business in the April following. Its charter provides that all persons who shall hereafter insure shall, while they continue so insured, be members of the corporation, and that twelve directors, a majority of whom shall be citizens and residents of New Jersey and members of the corporation, shall have its management. The first policy issued by the company was dated May 6, 1845. The first premium, however, was not paid, and the policy was never in force. Policy No. 2 was issued May 20, 1845, on the life of Mr. Benjamin C. Miller of Newark, N. J., and was an ordinary life policy for \$1,500, issued at age forty-two with an annual premium of \$51. In 1898 the insured attained the age of ninety-six, the tabular limit by the American Experience Mortality, when that and his subsequent policies were paid by the company in full. Premiums upon policies issued in 1845 were based upon the Carlisle table of mortality with four per cent. interest. The company continued to use the Carlisle table until 1870, when it adopted premium rates based upon the American Experience Mortality and four per cent. interest. On January 1, 1900, it adopted new premium rates based upon the American Experience Mortality and three per cent. interest.

Until 1862 none of the company's policies contained any non-forfeiture provisions, although the company was accustomed to allow what was considered a reasonable value if application was made, and the policy surrendered in due season. After 1862 the company issued endowment policies and limited premium policies which contained a provision that in case of non-payment of premium they should stand good by their terms as paid-up policies for pro rata amounts. Ordinary life policies with continuous premiums had no non-forfeiture clause until 1868, when a provision was inserted in the policies to the effect that the company would purchase the policies on surrender within three months from date of lapse for an equitable value either in cash or in paid-up insurance, provided two years' premiums had been paid. In 1879 the company adopted a uniform non-forfeiture system, applicable to all participating policies, old as well as new, except old limited premium and endowment policies calling for paid-up insurance for pro rata amounts, referred to above. Under this nonforfeiture system, provided two years' premiums had been paid, the insured was entitled to automatic extended insurance for the full amount of the policy for such time as the reserve upon the policy would purchase at the company's regular published single premium term rates. If preferred,

upon surrender of the policy within three months from date of lapse, a value was allowed in the form of paid-up insurance. In 1887 the company adopted what was known as the convertible policy, which provided for yearly guaranteed cash surrender values equal to the full American experience four per cent. reserve, in addition to the values in extended and paid-up insurance. Under these policies the first ten years' dividends had to be applied to the purchase of additional participating insurance payable with the policy. The guaranteed values in paid-up and extended insurance were at all times increased by the full value of the dividend additions, and upon surrender of convertible policies at the end of the tenth or of any succeeding fifth policy year, the full reserves of the policy and dividend additions was to be paid as a cash surrender value. In 1895 the company modified its non-forfeiture system of 1879 by incorporating in all its regular policies a provision for yearly guaranteed cash surrender values.

The company's computations of reserves and dividends are based upon the American Experience Mortality with four per cent. interest for all policies issued prior to 1900, and on the American Experience Mortality and three per cent. interest for all policies issued after 1899.

The company has always paid dividends annually, such dividends being applied either in reduction of premiums or to the purchase of additional insurance payable with the policies at maturity, or to the conversion of the policies into endowments payable at a specified and gradually diminishing age. The company has never issued any policies on the tontine or deferred dividend plan.

A volume containing the mortuary experience of the company was published in 1881. The present condition of the company, as well as a summary of its past, can best be illustrated by the following figures:

Years.	Premium Receipts.	Total Income.	Total Expenditure.	Paid Policy-holders.	Assets.
1880	\$3,866,379	\$5,801,482	\$5,631,992	\$4,787,387	\$33,851,303
1890	5,977,870	8,470,998	6,528,808	5,378,799	46,654,893
1900	10,411,362	13,942,583	10,256,216	8,020,451	72,958,022
1901	11,006,985	14,659,703	10,827,629	8,344,315	76,839,028
1902	11,932,942	15,605,019	11,167,951	8,668,884	81,497,976
1903	12,672,873	16,603,434	11,926,788	9,297,789	86,395,907
1904	13,702,831	17,847,767	12,648,026	9,854,781	91,840,745
1905	14,834,018	19,250,265	13,429,066	10,300,023	97,793,728
1906	15,706,915	20,434,289	13,556,012	10,372,162	104,858,396
1907	16,664,430	21,676,262	14,315,365	11,135,673	112,586,494
1908	17,344,898	23,956,206	16,382,317	12,820,310	120,376,062

In 1908 the Company's non-forfeiture system was further modified. The requirement that two years' premiums must be paid before policies had any value in case of lapse, was eliminated, and policies now have a value in cash or in paid-up or extended insurance whenever the reserve at time of lapse exceeds \$10.00 per \$1,000

insurance. Under this rule, with a few exceptions, policies which lapse during the first year are entitled to surrender values. The surrender charge is gradually reduced, and disappears altogether at the end of the 15th year.

Premium receipts from organization to January, 1909, \$329,137-864.85. Of this sum there has already been returned to policyholders:

For policy claims.....	48.4 per cent.,	\$151,016,889.80
For surrendered policies.....	13.0 "	40,681,016.21
For dividends.....	23.0 "	71,598,742.94
Total.....	84.3 per cent.,	\$263,296,648.95

The first president of the company was Robert L. Patterson, who remained in office until 1862, when he was succeeded by the vice-president, Lewis C. Grover. Mr. Grover resigned in 1881, and was succeeded by Theodore Macknet. In January, 1882, Amzi Dodd was chosen president, and remained at the head of the company until 1902, when he declined re-election on account of advancing age. Frederick Frelinghuysen was elected to succeed Mr. Dodd, who still retains his connection with the company as general counsel and director.

The officers of the company are as follows: Frederick Frelinghuysen, president; Edward L. Dobbins, vice-president; Edward E. Rhodes, vice-president and mathematician; J. William Johnson, secretary; Samuel W. Baldwin, treasurer; Percy C. H. Papps, actuary; Alfred A. Drew, supt. of agencies, Richard J. Carey, cashier; C. Wilbur Sandford, comptroller; George W. Case, and Frank L. Sage, assistant secretaries; Lewis A. Morningstern and Charles A. Woodruff, registrars; Benjamin F. Lord, supervisor policy claims; Clinton G. Halsey, head accountant; Amzi Dodd, general counsel; David Kay, Jr., associate counsel; Abram H. Cornish, attorney; Edgar Holden, M.D., George A. Van Wagenen, M.D., and Joseph C. Young, M.D., medical board.

Directors: Amzi Dodd, Edward H. Wright, Marcus L. Ward, Frederick M. Shepard, Frederick Frelinghuysen, Albert B. Carlton, Edward L. Dobbins, J. William Clark, John O. H. Pitney, John R. Hardin, Thomas W. Cauldwell, Peter Campbell.

MUTUAL BOILER INSURANCE COMPANY, Boston, Mass. Organized 1877. D. W. Lane, president and treasurer, C. E. Deland, secretary.

MUTUAL FIRE INSURANCE COMPANIES RETIRED IN 1908. [See Reinsured and Failed Companies.]

MUTUAL LIFE INSURANCE COMPANY, THE, of New York. Organized 1843. Charles A. Peabody, president; William J. Easton, William F. Dix, secretaries.

MUTUAL LIFE INSURANCE COMPANY of Baltimore, Md. Organized 1870. M. S. Brennan, president; Henry Roth, secretary.

MUTUAL PLATE GLASS AND SAFE INSURANCE COMPANY OF CONNECTICUT, Unionville, Conn. Organized 1895. H. C. Hart, president; G. E. Taft, secretary.

MUTUAL-SAVINGS LIFE INSURANCE SOCIETY, New York. The society re-insured in 1909 and retired.

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NARRAGANSETT MUTUAL FIRE INSURANCE COMPANY, Providence, R. I. Organized 1895. William S. Granger, president; Stephen M. Pitman, secretary.

NASSAU FIRE INSURANCE COMPANY, Brooklyn, N. Y. Organized 1852; capital, \$200,000. William Harkness, president; T. M. Harris, secretary.

NATIONAL ACCIDENT COMPANY, New York city. Organized 1885. Edward A. Barnum, president; J. I. Barnum, secretary.

NATIONAL ASSOCIATION OF FIRE ENGINEERS. [See International Association of Fire Engineers.]

NATIONAL ASSOCIATION OF LIFE UNDERWRITERS. As early as 1869 there were scattered efforts to form local associations of life insurance agents. There is a record of a Life Underwriters' Association of Chicago, organized November, 1869, "for mutual protection, improvement, and acquaintance." Merrill Ladd of the Mutual Life of Chicago was the president, and H. R. Thompson of the John Hancock the secretary. A prominent rule of this association was: "No subject which involves or provokes discussion of rival plans of companies shall be introduced into the meetings of this association." In August, 1870, the Life Insurance Association of Pittsburgh, I. F. Loomis of the Charter Oak Life president, and in June, 1872, the Cincinnati Life Underwriters' Association, M. Grosvenor of the Aetna Life, president, were formed, followed the next year by a state organization at Columbus, Ohio, and there were others that occasionally appeared and subsided. None of these early attempts at association seem to have been other than ephemeral in their nature. They were heard of once or twice, and no more. The Ohio organization was the longest lived, but it went into decay some time before the present substantial movement began.

The pioneer of modern development of association by life insurance agents was the Boston Underwriters' Association, which saw the light in April, 1883. The idea of bringing together in more enduring bonds of amity the competitive elements of the agency business, and of giving to association a broader basis and deeper purpose than it had known before, originated with C. M.

Ransom, editor of the *Boston Standard*. The new movement began in the editor's office. It appealed to the judgment of the best men in the business everywhere, for they saw in it a means to purge the business of rapidly growing evils and lift it to the plane of honorable and intelligent effort. It spread, therefore, with celerity, stimulating in the course of a few years the formation of organizations similar to the Boston association in the principal cities of the Union. While these centers of energy were warm and progressive, their relations with each other were so far but formal. It was felt that much more important results were possible by a wider application of the principle of community. And so when 1890 came and twenty of these societies were in active operation in their respective localities, the time was ripe for the national association.

The present organization was the outgrowth of a conference of representatives of the Boston, New York, and Philadelphia associations, held at Boston April 8, 1890. It was decided to call a convention of all the associations in the United States, to be held at Boston June 18th. This meeting was held and the National Association of Life Underwriters was organized. Fourteen local associations were represented. George N. Carpenter of Boston was the first president. [For report of the proceedings of the first convention, see the *Cyclopedia of Insurance for 1890*.] The second annual convention was held at Detroit, beginning June 17, 1891. Twenty-three associations were represented. Charles H. Raymond of New York was elected president. [For report of the second convention, see the *Cyclopedia for 1891*.]

The third annual convention was held in the city of New York September 21, 22 and 23, 1892, at Carnegie Music Hall. Twenty-six local associations were represented, the rolls bearing the names of 147 delegates and 85 alternates. A majority of these were present. C. E. Tillinghast of Cleveland, Ohio, was elected president. [For report of the third convention, see *Cyclopedia for 1892-3*.]

The fourth annual convention was held at Cleveland, Ohio, September 6, 7 and 8, 1893. Twenty associations were represented by delegates, and several sent letters. Charles H. Ferguson of Chicago was elected president. [For report of the fourth convention, see the *Cyclopedia for 1893-94*.]

The fifth annual convention was held at the Recital Hall of the Auditorium Hotel at Chicago June 21, 22 and 23, 1894. Delegates from thirty-five associations responded to the roll call. Three associations were unrepresented. E. H. Plummer of Philadelphia was elected president. [For report of the fifth convention, see the *Cyclopedia for 1894-95*.]

The sixth annual convention was held in Philadelphia, Pa., on October 23, 24 and 25, 1895. Twenty-nine associations were represented, two—those of San Francisco and Western Massachusetts—being new organizations. Ben. F. Calef of Boston was elected president. [For report of sixth convention, see the *Cyclopedia for 1895-96*.]

The seventh annual convention was held at Washington, D. C., October 7, 8 and 9, 1896, in the banquet room of the Arlington

Hotel. Representatives of twenty-nine associations were present. D. S. Hendrick was elected president. [For report of the seventh convention, see the Cyclopedia for 1896-97.]

The eighth annual convention was held at Milwaukee, Wis., September 13, 14 and 15, 1897, the Masonic Temple being the place of meeting. Twenty-two associations were represented. Thomas H. Bowles was elected president. [For report of the eighth convention, see the Cyclopedia for 1897-98.]

The ninth annual convention was held in the Century Hall, at Minneapolis, Minn., August 17, 18, 19, 1898. Nineteen associations were represented. Richard E. Cochran was elected president. [For report of the ninth convention, see Cyclopedia for 1898-9.]

The tenth annual convention was held in the hall of the Women's Educational and Industrial Union, Buffalo, N. Y., July 12, 13, 14, 1899. Twenty associations were represented. James L. Johnson was elected president. [For report of tenth annual convention, see Cyclopedia for 1899-1900.]

The eleventh annual convention was held in the town hall, Saratoga, N. Y., September 11 and 12, 1900. Twenty associations were represented. I. Layton Register was elected president. [For report of the eleventh annual convention, see Cyclopedia for 1900-1901.]

The twelfth annual convention was held in the city hall, Portland, Me., September 11, 12 and 13, 1901. Twenty-five associations were represented. William D. Wyman was elected president. [For report of the twelfth annual convention, see Cyclopedia for 1901-1902.]

The thirteenth annual convention was held at the Grand Hotel, Cincinnati, October 15, 16 and 17, 1902. Thirty-three associations were represented on roll-call. Philip H. Farley was elected president. [For report of the thirteenth annual convention, see Cyclopedia for 1902-1903.]

The fourteenth annual convention was held in Baltimore, October 13, 14 and 15, 1903. Twenty-seven associations were represented. H. H. Ward was elected president. [For report of the fourteenth annual convention, see Cyclopedia for 1903-1904.]

The fifteenth annual convention was held in Indianapolis, Ind., October 12, 13 and 14, 1904. Twenty-four associations were represented. John Dolph was elected president. [For report of the fifteenth annual convention see Cyclopedia for 1904-1905.]

The sixteenth annual convention was held in Hartford, Conn., September 19, 20 and 21, 1905. Forty-six associations were represented. C. W. Scovel of Pittsburg, was elected president. [For report of the sixteenth annual convention, see Cyclopedia for 1905-1906.]

The seventeenth annual convention was held in St. Louis, October 23, 24 and 25, 1906. Forty-six associations were represented. Frank E. McMullen of Rochester, N. Y., was elected president. [For report of the seventeenth annual convention see Cyclopedia for 1906-7.]

The eighteenth annual convention was held in Toronto, Canada, August 21, 22 and 23, 1907. Chas. Jerome Edwards was elected president. [For report of the nineteenth annual convention see *Cyclopedia* for 1907-8.]

The nineteenth annual convention was held in Los Angeles, Cal., August 18, 19 and 20, 1908. President Edwards called the meeting to order, and addresses of welcome were made by the Mayor of Los Angeles, President Cochran of the Pacific Mutual Life Insurance Company and by President Whittington of the Los Angeles Association. President Edwards in his address referred to legislation and reviewing the efforts made to secure amendments in the New York laws said what was needed was legislation suited to average rather than exceptional conditions. Noting the growing familiarity with life insurance on the part of the public, the president said in part: "Formerly, life insurance was a matter of individual education, or elucidation by the agent to the prospect. Then came the investigation which opened the floodgates of inane and often insane vagaries on the part of sensational newspapers, and the opportunity of the muck raking magazine writer—whose chosen field is to crucify rather than create. The institution of life insurance was assailed, all insurance management condemned, and the agency end of the business vilified. But following this, just as the pendulum swings from one extreme to the other, came a realization of the importance and an appreciation of the value of life insurance, and the evident wish on the part of the public to understand and know more about it; with the result that today the men who write for history, the political economists who write analytically, and without prejudice, are telling the correct story of life insurance. The belief in life insurance as an institution is broader, the demand for life insurance as a necessity is greater, and the appreciation of its benefits and blessings is deeper than ever before. The constructive period has begun and is extending every day."

The action of several universities in establishing courses on life insurance was cited as significant of the growing deeper interest in the business, but the education of the public must extend to other channels besides the value of life insurance as protection, and the matter of taxation was one feature which called for public education. Continuing the president said field conditions had improved, and fairness toward fellow agents, and honest statements regarding other companies had become the accepted principle of the association and the daily practice of its members everywhere. The president denounced twisting; a practice which is unfair, and which creates suspicion and destroys confidence, and in closing he said: "Life insurance is today a necessity of life—indispensable, indeed, to most men for a calm and peaceful death. The people will always need and demand it, and there will always be work for the trained, responsible life insurance salesman to do."

At the conclusion of the president's address Secretary Waite presented his report reviewing the affairs of the association for the past year, and the secretary's report was followed by a report

from the executive committee, and changes in the by-laws and constitution of the association were submitted. Following the reports of the secretary and executive committee, papers were read by E. Myron Wolf, insurance commissioner of California, on "The Relation of a State Insurance Department to Those Who Buy and Sell Insurance," and by Charles Dobbs, associate editor of the *Insurance Field*, on "Education of the Agent." Following the reading of the papers a discussion under the five-minute rule of the subjects "Has the Opportunity of the Legitimate Agent Been Improved by the Events of Recent Years" and "Public Opinion of Life Insurance: How to Keep it Right," was taken up, and concluded the first day's session of the convention. The second day's session opened with the reading of a paper by Cyrus K. Drew, of Denver editor of *Insurance Report*, entitled "Hints from the Realm of Fraud and Fallacy," and on the conclusion of Mr. Drew's paper the subject "Is Twisting Ever Justifiable" was discussed under the five minute rule. Other papers read during the second day's session were: "Legislation and Its Dangers," by John F. Roche, vice-president of the Pacific Mutual Life Insurance Company, and, "Life Insurance for Women and by Women," by Mrs. Florence E. Shaal, Boston, president of the New England Women's Life Underwriters Association. The third day's session opened with an address by Prof. Henry M. Stephens, professor of history, University of California, on "State Insurance from an Historian's Point of View," followed by an address on "California Insurance Legislation," by E. H. L. Gregory, president of the Life Underwriters Association of California. Following the conclusion of the addresses the winners in the prize essay contest were announced.

Mr. Charles E. Bent, of Los Angeles, was announced as the winner of the Calif Loving Cup, and Alfred C. Newall, of Atlanta, as the winner of the Ben Williams Vase. The subject was "Publicity from the Standpoint of the Agent, the Company and Policyholder."

Officers were elected as follows: President, Charles Jerome Edwards, New York; vice-president, John W. Whittington, Los Angeles; second vice-president, William E. Tolman, Bridgeport, Conn.; secretary, Will A. Waite, Detroit; treasurer, Eli D. Weeks, Litchfield, Conn; executive committee: R. F. Shedden, Atlanta, Ga.; W. J. Cameron, Birmingham, Ala.; John A. Fleming, Des Moines, Ia.; William Van Sickle, Detroit; C. W. Orr, Fort Wayne, Ind.; A. H. Pratt, Grand Rapids, Mich.; C. C. Courtney, Kansas City, Mo.; Henry J. Powell, Louisville, Ky.; Arthur W. Childs, Manchester, N. H.; Charles Ady, Omaha, Neb.; George L. Root, Peoria, Ill.; Wm. M. Wood, Pittsburgh, Pa.; L. D. Wilkes, St. Paul, Minn.; Florence E. Shaal, Boston, Mass.; Thomas J. Stewart, Toledo, Ohio; B. G. Bennett, Rochester, N. Y.; Frank L. Levy, New Orleans, La.; C. A. Moore, Topeka, Kan.

The following is a list of the local associations which were members of the National Association May 1, 1909:

Arkansas Life Underwriters' Association.
 Baltimore Life Underwriters' Association.
 Boston Life Underwriters' Association.
 Cleveland Association of Life Underwriters.
 Colorado Association of Life Underwriters.
 Connecticut Life Underwriters' Association.
 Delaware Association of Life Underwriters.
 Dayton Association of Life Underwriters.
 Detroit Life Underwriters' Association.
 Erie Association of Life Underwriters.
 Georgia Association of Life Insurers.
 Hudson Valley Life Underwriters' Association.
 Indiana Association of Life Underwriters.
 Iowa Life Underwriters' Association.
 Kansas Association of Life Underwriters.
 Kansas City Life Underwriters' Association.
 Life Underwriters' Association, Grand Rapids.
 Life Underwriters' Association of Port Huron, Mich.
 Life Underwriters' Association of Nebraska.
 Life Underwriters' Association of New York.
 Life Underwriters' Association of Chicago.
 Life Underwriters' Association of Louisiana.
 Life Underwriters' Association of Peoria, Ill.
 Life Underwriters' Association of Cincinnati.
 Life Underwriters' Association of Central Massachusetts.
 Life Underwriters' Association of Buffalo.
 Life Underwriters' Association of Texas.
 Life Underwriters' Association of Oregon.
 Life Underwriters' Association of Western Massachusetts.
 Life Underwriters' Association of St. Louis.
 Life Underwriters' Association of Springfield, Ill.
 Life Underwriters' Association of Virginia.
 Life Underwriters' Association of Savannah, Ga.
 Life Underwriters' Association of Montgomery, Ala.
 Life Underwriters' Association of Canada.
 Life Underwriters' Association of Birmingham, Ala.
 Life Underwriters' Association of Rochester.
 Life Underwriters' Association of San Francisco.
 Lincoln Life Underwriters' Association.
 Los Angeles Life Underwriters' Association.
 Louisville Association of Life Underwriters.
 Maine Life Underwriters' Association.
 Minneapolis Association of Life Underwriters.
 Minnesota Association of Life Underwriters.
 Newark Life Underwriters' Association.
 New Hampshire Life Underwriters' Club.
 New England Women's Life Underwriters' Association.
 Northern Indiana Life Underwriters' Association.
 Philadelphia Association of Life Underwriters.
 Pittsburg Life Underwriters' Association.
 Syracuse Life Underwriters' Association.
 Toledo Association of Life Underwriters.
 Utah Association of Life Underwriters.

A number of associations have been organized but have not affiliated with the national body and do not appear in the above list.

NATIONAL ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS. This association was organized by a meeting of local agents from various states, at Chicago Ill., September 29, and 30, 1896. A. G. Simrall of Covington, Ky., was elected president. and R. S. Brannen of Denver, Col., secretary and treasurer. Membership is composed of local fire insurance agents wherever located.

The second annual meeting was held at St. Louis, Mo., May 8 and 9, 1897. A. G. Simrall was elected president, and R. S. Brannen, secretary and treasurer.

The third annual meeting was held at Detroit, Mich., July 15 and 16, 1898. C. H. Woodworth, Buffalo, was elected president, and R. S. Brannen secretary and treasurer.

The fourth annual meeting was held at Buffalo, N. Y., August 9, 10, 11 and 12, 1899. C. H. Woodworth was elected president, and F. H. Holmes secretary.

The fifth annual meeting was held at Milwaukee, Wis., August 30 and 31, and September 1, 1900. George D. Markham of St. Louis was elected president, and F. H. Holmes secretary.

The sixth annual meeting was held at Put-in-Bay, Ohio, September 11, 12 and 13, 1901. George D. Markham was elected president, and F. H. Holmes secretary.

The seventh annual meeting was held at Louisville, Ky., October 21, 22 and 23, 1902. Thomas H. Geer, Cleveland, was elected president, and F. H. Holmes secretary.

The eighth annual meeting was held in Hartford, Conn., October 20, 21 and 22, 1903. John C. North, New Haven, Conn., was elected president, and Frank F. Holmes secretary.

The ninth annual meeting was held in the Festival Hall building, Exposition Grounds, St. Louis, October 18, 19, 20 and 21, 1904. A. H. Robinson, Louisville, Ky., was elected president, and H. H. Putnam, Boston, secretary.

The tenth annual meeting was held at Denver, Colo., August 16, 17 and 18, 1905. E. J. Tapping, Milwaukee, was elected president, and H. H. Putnam, Boston, secretary.

The eleventh annual meeting was held at Indianapolis, Ind., October 17, 18 and 19, 1906. Charles F. Wilson, Denver, was elected president, and H. H. Putnam, Boston, secretary.

The twelfth annual meeting was held at Richmond, Va., September 25, 26 and 27, 1907. F. W. Offenhauser, Texarkana, Texas, was elected president, and H. H. Putnam re-elected secretary.

The thirteenth annual meeting was held at St. Paul, Minn., August 11, 12 and 13, 1908. President Offenhauser presided and the delegates were welcomed to St. Paul in addresses by Mayor Lawler, Insurance Commissioner Hartigan and F. H. Wagner, president of the Minnesota association, and a response to the addresses of welcome on behalf of the association was made by F. W. Leballister, of Oakland, Cal. On roll call twenty-nine state associations were represented. President Offenhauser in his annual address said in reporting on the year's work it was with a feeling of gratification on the excellent results achieved and he noted with pleasure the increasing interest in the efforts of the association to perfect the American agency system. Not only were agents becoming more and more wedded to the principles of the association, but the companies were not unmindful of the services rendered fire underwriting and there was a growing tendency on their part to seek co-operation in bringing about needed reforms.

The president briefly referred to the agitation of the commission question in the southern states; a question which should be considered by the national association in its broadest aspects and from all viewpoints with the view of reaching the wisest decision as to the attitude of the association toward the whole problem. Continuing the president said among the responsibilities which the local agent assumes none is more important than bringing about a better understanding between the assured and the insurer, and he added: "It is generally appreciated that our business must be divorced from secretive methods if we are to allay the ever growing prejudice which meets us on every hand. To ignorance of the true relationship that should exist between the policyholder and the company can be ascribed many of the difficulties we encounter. The fault lies largely with local agents who miss many opportunities to show that a certain mutuality of interest enters into this relationship which cannot be ignored. The public should be taught that fire insurance companies are merely custodians of the trust fund accumulated from the insurance tax, and that in fixing the rate of premiums chargeable to each individual risk it is purposed to so classify the business as to exact from no class any more than experience teaches will enable the company to carry out its contracts."

Following the address of the president, reports from standing committees were presented. The executive committee in its report congratulated the association on its continued growth in power and influence, and referring to the publication of a list of co-operating companies the committee said it had taken a rigid stand on qualification, but advised only preference in placing business against companies not appearing in the co-operating list. The committee suggested that the association should consider whether any further action was desirable and whether a list of non-co-operating companies as well as co-operating companies should be published. The committee recommended the appointment of a special committee to consider changes in the constitution and by-laws of the association, and the appointment of a committee on ways and means was suggested. The opportunity for effective work by the association was hindered by lack of funds, said the committee, though it believed that handicap would be overcome in time as there was a growing appreciation among agents of the importance of the association, and the committee added: "The influence of this association is now felt, to a greater or less degree, in almost every quarter of the country. It has proved a great conservative force—always ready to defend the agent against injustice, to help the companies in their troubles, and to meet the insured in every honest endeavor to improve insurance conditions. All this your committee believes is worth keeping, at whatever cost."

The grievance committee reported that the most important matter handled during the year had grown out of the question of expirations following re-insurance and change of agencies, and while little difficulty obtained, said the committee, in getting companies

to recognize expiration equities following reinsurance as set forth by the association, there should be a better definition of equities between agents themselves respecting expirations when a company is transferred from one office to another, and the necessity of the adoption of the recommendation of the Richmond convention on this matter was urged upon local agents and local boards. The committee said but few complaints of overhead writing, had been received during the year.

The committee on legislation in its report dealt with the difficulty experienced in using its influence against hostile legislation where in certain states bills are introduced at the instance of agents associations, and speaking of rating in anti-compact states the committee expressed the opinion that agents in anti-compact states are being driven through the inadequacy of existing rating machinery and a growing disregard of rates thus made to obtain legislation legalizing rating organizations. The committee on organization reported an increased membership, and Secretary Putnam in his report reviewed at some length the history of the association and the work it had accomplished in improving agency conditions. The future of the association, he said, depended upon the intelligence displayed in legislation and the initiative of the whole membership.

Following the reports of officers and committees a paper was read by H. L. Phillips, manager of the Factory Insurance Association on "The Improved Risk." The origin, and organization of the association, and its relations with the insured were reviewed by the speaker, as well as the local agents connection with the business of the association. It was, he said, much better for the association and the results are more satisfactory when the agent and association work hand in hand along the same line and toward the same end. On the conclusion of Mr. Phillips' paper the commission question was taken up and discussed by several, and the discussion concluded the first day's session of the convention.

The second day's session opened with the reading of a paper by D. K. Sawyer of St. Paul, Minn., on "The Business Man and Fire Insurance Agents," and a paper was also read by C. H. Patton, manager of the Cleveland, Ohio, Inspection Bureau on "Rating Bureaus." A paper entitled "The Company and the Local Agents' Association," by A. W. Perry, secretary of the St. Paul Fire and Marine Insurance Company, was read during the concluding day's session.

Brief reports were presented by the committee on blanks, and ways and means, and the joint conference committee presented a report outlining the matters considered at the joint conference of the committee and a committee of company's officers.

The committee on resolutions presented its report, which was adopted and in main was as follows:

Standards of Qualification for Agency Appointments.—The president is authorized to appoint a special committee to confer with the National Credit Men's Association relative to standards of qualification for agency appointments.

Non-Co-operating Companies.—We recommend the continued publication of the co-operating list, advising our members to make it evident that this publicity is effective.

Local Boards and Local Practices.—The grievance committee is authorized and instructed to assist local boards affiliating with this association to correct bad practices where all reasonable local efforts have failed.

Incorporated Agencies.—Companies are requested to confine future appointments to individual agents or incorporated agencies where the stock is owned exclusively by members of the agency.

Investigating Bureau.—We hereby request the executive committee to establish, if practicable, a bureau for the investigation of alleged illegitimate and illegal practices; this bureau to furnish all possible aid to members of the association in their efforts to retain local business on their books, which may be threatened by non-resident competition and to help local agents regain business which they have lost to non-resident brokers. This bureau also to investigate all reported violations of the brokerage rules of this association and of the pledges of the companies made to the association in this matter, and turn the evidence over to the grievance committee of the association. This bureau also to investigate cases of alleged violations of State laws dealing with fire insurance, and when civil or criminal prosecution seems advisable to the executive committee shall furnish the evidence to the proper authorities of the State where the action lies and urge the prosecution of the offenders. The said bureau, under the direction of the executive committee, or with its approval, may take any other action that may be directly in the interest of the association and generally in the interest of companies and property owners.

Co-operation on State Legislation.—The committee on legislation is requested to again call the attention of State associations to by-law No. 4, and urge them to comply herewith in every particular.

Brokerage.—Complaints will not be considered by this association where agents refuse to pay brokerage to non-resident brokers on property owned by non-residents when the insurance is written strictly in accordance with local rules and agency practices approved by this association.

Expirations.—We advise that all State associations and local boards affiliating with the National Association adopt the following rule recommended at the Richmond convention: "Members of this association shall consider the knowledge of expirations of risks placed with them by fellow members, or coming into their possession by reinsurance of a company or transfer of a company from one agent to another, as confidential, and soliciting of such risks by them or by others over whom they have control shall be considered as a violation of the rules of this association and contrary to the spirit of personal honor upon which the association is founded."

Multiple and Side Line Agents.—State associations are again urged to secure information regarding the practices of companies appointing multiple and side line agents within said states and forward such information to the executive committee of the National Association for action.

And Vicinity Clause.—The action of the joint conference committee and the midwinter conference in this matter is approved.

Local Associations.—It is recommended that State associations request local associations within their State to include in their annual dues the cost of membership in the state and national associations.

National Fire Protection Association.—It is recommended that our association join the National Fire Protection Association, the treasurer being authorized to pay the necessary dues to cover said membership, all papers and information from the Protection Association to be mailed to the office of the national secretary.

Revision of Constitution and By-laws.—The president is authorized to appoint a committee to review the constitution and by-laws and consider such changes as may be necessary, reporting thereon at the next annual meeting, said committee to consider also a standard form of constitution and by-laws to be recommended to State associations and local associations for adoption. The various suggestions as to amendments of constitution and by-laws and name of association are referred to this committee.

Press Committee.—It is recommended that State associations appoint press committees to provide the newspapers of the State information regarding the associations and fire insurance.

Subjects.—The president is authorized to appoint a special committee to suggest a list of timely subjects for discussion at State meetings.

Uniform Blanks.—It is recommended that the committee on uniform blanks be continued; that its report, with the sample forms recommended, be printed in the *Bulletin*, with the request that agents transmit any suggestions they have to make to the chairman of the committee; that the committee submit its report and forms recommended to all companies, requesting them to make suggestions thereon to the company members of the joint conference committee. The agents on the joint conference committee representing the National Association are authorized to take up with the company members of the committee the recommendations of the committee on uniform blanks, with a view to securing their general adoption.

Commissions.—Two years ago this association asked companies and agents to consider a uniform basis and contingent commission, with the comment that such basis of compensation would not be practicable or equitable without other changes that would make conditions more nearly equal. This suggestion has apparently received no serious consideration from the companies, and as a uniform commission under diverse conditions would be manifestly unjust to agents, we now withdraw the suggestion. We regret the termination of the conferences on the commission question between Southern agents and the South Eastern Underwriters' Association, and we hope for a reopening of negotiations and a satisfactory settlement.

Ways and Means.—The present method of levying assessments upon the various State associations is approved, and we recommend that the same be revised to conform to the present membership and continued for the ensuing year. The finance committee is instructed to notify the State associations of their apportionments, with the request that the amounts be raised and remitted promptly to the treasurer. It is recommended that the question of advertising in the *Bulletin* be referred to the incoming executive committee with power.

We approve the action of our officers and committees during the past year, as reported to us, and we express to our incoming officers and committees our wish that the methods and policy of the association in the past be continued and broadened and enlarged as rapidly as the prospective income of the association warrants.

The recommendations submitted regarding non-board companies, and the recommendation of the president regarding a directory of association members were referred to the incoming executive committee.

Officers and chairmen of committees were elected as follows: President, Edward Watson Beardsley, Hartford; vice-presidents, J. W. Alexander, Louisiana; E. B. Case, Illinois; L. W. Childrey, Virginia; E. H. Forry, Indiana; Fred Guenther, Michigan; B. F. Kaufman, Iowa; F. W. Leballister, California; F. G. Lumpkin, Georgia; J. N. Manson, Wisconsin; A. W. Neale, Ohio; H. N. Pinkham, Maine; secretary, Henry H. Putnam, Boston; treasurer, W. H. Mandeville, Olean, N. Y.; chairman, executive committee, Charles B. Weil, Wilwaukee; chairman, grievance committee, J. H. Southgate, Durham, N. C.; chairman, legislative committee, George D. Markham, St. Louis; chairman, organization committee, C. W. Olson, Chattanooga.

NATIONAL BOARD OF FIRE UNDERWRITERS was organized July 18, 1866, in the city of New York. [For a history of the National Board from its organization and a list of the original members, see the *Cyclopedia of Insurance* for 1891.]

The following is a list of the officers of the National Board to the present time:

Years.	President.	Vice-Presidents.	Secretaries.
1866	James M. McLean,	Timothy C. Allvn.	Frank W. Ballard,
1867	James M. McLean,	Lucius J. Hendee,	William Connor, Jr.
1868	James M. McLean,	Lucius J. Hendee,	William Connor, Jr.
1869	James M. McLean,	Lucius J. Hendee,	William Connor, Jr.
1870	Henry A. Oakley,	Lucius J. Hendee,	James N. Rankin.
1871	Henry A. Oakley,	Lucius J. Hendee,	James N. Rankin.
1872	Henry A. Oakley,	Lucius J. Hendee,	Benj. S. Walcott.
1873	Henry A. Oakley,	Lucius J. Hendee,	Samuel P. Blagden.
1874	Henry A. Oakley,	Lucius J. Hendee,	Samuel P. Blagden.
1875	Henry A. Oakley,	Lucius J. Hendee,	Samuel P. Blagden.
1876	George L. Chase,	Charles Platt,	Elijah Alliger.
1877	Alfred G. Baker,	Benoni Lockwood,	Elijah Alliger.
1878	Alfred G. Baker,	Benoni Lockwood,	M. Bennett, Jr.
1879	Alfred G. Baker,	Benoni Lockwood,	M. Bennett, Jr.
1880	Martin Bennett, Jr.,	Daniel A. Heald,	John W. Murray.
1881	Daniel A. Heald,	John W. Murray,	D. W. C. Skilton.
1882	Daniel A. Heald,	John W. Murray,	D. W. C. Skilton.
1883	Daniel A. Heald,	John W. Murray,	D. W. C. Skilton.
1884	Daniel A. Heald,	D. W. C. Skilton,	John L. Thomson.
1885	Daniel A. Heald,	D. W. C. Skilton,	John L. Thomson.
1886	Daniel A. Heald,	D. W. C. Skilton,	John L. Thomson.
1887	Daniel A. Heald,	D. W. C. Skilton,	John L. Thomson.
1888	Daniel A. Heald,	D. W. C. Skilton,	John L. Thomson.
1889	Daniel A. Heald,	D. W. C. Skilton,	John L. Thomson.
1890	Daniel A. Heald,	D. W. C. Skilton,	Robert B. Beath.
1891	D. W. C. Skilton,	T. H. Montgomery,	Robert B. Beath.
1892	D. W. C. Skilton,	T. H. Montgomery,	Robert B. Beath.
1893	D. W. C. Skilton,	T. H. Montgomery,	Robert B. Beath.
1894	Edward A. Walton,	William B. Clark,	Robert B. Beath.
1895	Edward A. Walton,	William B. Clark,	Robert B. Beath.
1896	William B. Clark,	Henry W. Eaton,	Robert B. Beath.
1897	Henry W. Eaton,	Elihu C. Irvin,	Robert B. Beath.
1898	Elihu C. Irvin,	George P. Sheldon,	Robert B. Beath.
1899	Elihu C. Irvin,	George P. Sheldon,	Robert B. Beath.
1900	George P. Sheldon,	Eugene L. Ellison,	Robert B. Beath.
1901	George P. Sheldon,	Eugene L. Ellison,	Robert B. Beath.
1902	Robert B. Beath,	Henry H. Hall,	Charles A. Shaw.
1903	Henry H. Hall,	John H. Washburn,	Charles A. Shaw.
1904	John H. Washburn,	George W. Burchell,	Charles A. Shaw.
1905	John H. Washburn,	George W. Burchell,	Charles A. Shaw.
1906	George W. Burchell,	J. Montgomery Hare,	Charles G. Smith.
1907	George W. Burchell,	J. Montgomery Hare,	Charles G. Smith.
1908	J. Montgomery Hare,	A. W. Damon,	Charles G. Smith.

J. S. Parish of Providence, R. I., was treasurer from the organization of the board until the time of his death in November, 1889, when Fred W. Arnold, also of Providence, was appointed by the executive committee. He was re-elected by the board yearly until 1904, when he declined re-election and was succeeded by Marshall S. Driggs. Thomas H. Montgomery was general agent from 1872 to 1878, and Henry K. Miller received that title in 1899. The chairmen of the executive committee during the thirty-one years were: D. A. Heald, E. W. Crowell, Rudolph Garrigue, Stephen Crowell, George T. Hope, B. Lockwood, E. A. Walton, George P. Sheldon, and Peter Notman of New York; J. N. Dunham of Springfield; Jotham Goodnow of Hartford; H. W. Eaton of New York; E. F. Beddell of New York; Marshall S. Driggs of New York, and Henry E. Bowers of New York. Henry K. Miller was secretary of the committee from 1873 to 1899, his predecessors having been W. H. Post, A. J. Smith, C. B. Whiting, and Frank W. Ballard.

The forty-third annual meeting of the board was held in New York city, May 13, 1909. President Hare called the meeting to order, and in his address discussed at some length the subject of fire waste and efforts made to reduce it and stated that for the past five years, the average annual fire loss of the United States had been \$269,200,412, an average of nearly three-quarters of a million a day, and that though these figures include two unusual conflagrations, the losses of \$215,084,709 in 1907 and \$217,885,850 in 1908 indicate that the annual loss is likely to continue above the two hundred million mark. These figures, he stated, did not include the loss from forest fires, and took no account of the indirect cost of fires through the maintenance of fire departments and waterworks, which was estimated by the government geological survey to amount to fourteen millions of dollars annually. There was also a still further loss resulting from interruption of business and the wiping out of taxable values. Figures were also given showing that since 1880, while the population has increased 73 per cent. the increase in the fire loss for the same period was 134 per cent.; also that the cost per capita, which was \$1.88 in the decade ending with 1880, was \$2.53 for the last nine years and \$3.10 for the five years ending with 1908. President Hare referred to the work of the board in calling public attention to the fire waste, mentioning the aid given by other underwriting organizations, and cited the appointment of the National Conservation Commission, and the attention being given to the principles of fire insurance and especially to fire engineering by educational institutions, as promising signs of a general awakening to the seriousness of the fire waste and the need of reducing it. Continuing President Hare said one of the most lamentable features of the fire waste problem was the prevalent neglect of ordinary precaution which is so manifest in our American life. If, he said, any authentic list of fire causes be examined it would be surprising to note the large proportion which could properly be ascribed to carelessness, in its varied forms, and therein he believed was largely explainable the excessive burning ratio in this country over that of Europe. "Questions of construction," he said, "explain a part of the difference and climatic conditions may play their part, but when everything is considered, I believe that the conclusion will follow that the main reason is recklessness here as against the care, forethought and wise supervision in Europe."

The president referring to taxation, which was a matter of increasing importance to companies, cited figures from the New York report, showing that for the five years, 1904-1908, companies paid out nearly \$32,000,000, in taxes which was 68 $\frac{3}{100}$ per cent. of their premiums less losses, and the usual statistics of underwriting results were presented by the president, and were as follows:

The executive committee, George W. Babb, chairman, briefly reviewed the work of the year, and presented an amendment to the constitution, limiting membership to stock companies which

was adopted. The secretary reported a membership of 117 companies; a gain of nine for the year. The treasurer reported total receipts for the year of \$147, 843.48, and a balance in the treasury of \$41,874.83.

The committee on construction of buildings, C. G. Smith, chairman, reported progress; the work had been continued along the same general lines, and the committee added that from information received it was encouraged to believe that the subject of better building regulation is arousing more general interest than at any time since the beginning of the active campaign in which the board was engaged. The committee on laws and legislation, George P. Sheldon, chairman, briefly reviewed the matters that had come up for consideration by the committee and the action taken, and the committee on fire prevention, George W. Hoyt, chairman, reviewed the work of the board of engineers in inspecting conditions in cities and expressed the opinion that in order to secure the greatest benefit to the interests of companies and the assured, cities already inspected, must be periodically re-examined. An appropriation of \$65,000 was voted to continue the work.

The committee on incendiarism and arson stated that to April 1, 1909, 138 rewards had been offered for the conviction of incendiaries, but not one was paid, something said the committee, that had not happened before since the fund was subscribed, and the committee on statistics and origin of fires presented valuable statistics, and called special attention to a government report on the fires of 1907. The committee on the adjustment of losses, Frank Lock, chairman, briefly reviewed its efforts to secure support of companies to an agreement against the hasty prepayment of losses, and reported progress though doubtful of ultimate success, and asked for instructions from the meeting as to continuing its efforts. A motion to continue the work was defeated. The committee on statistics and origin of fires, George W. Babb, chairman, reported statistics of fires in 269 cities out of a total of 276 cities of over 20,000 population, which was the most complete tabulation the committee had ever been able to present. A feature of the report was the report of the United States Geological Survey on the fires of 1907, and referring to the causes of fires the report said:

"While the prevailing material of construction—lumber—is responsible for the great fire waste of the United States, there is a cause lying back of all this—faulty construction and equipment of buildings. The list of causes of fires is headed by defective chimney flues, fireplaces and heating and lighting apparatus—all of them faults of construction and equipment. Matches, sparks and explosions figure prominently in the list, followed by incendiarism, electricity and lightning. Nearly one-fourth of the fires are labeled 'Unknown cause,' which indicates forcibly the listless attitude not only of the general public toward this waste, but also of the men directly charged with protecting property against fire, the officials of municipalities and others."

Officers were elected as follows: President, J. Montgomery Hare, Norwich Union; vice-president, A. W. Damon, Springfield Fire and Marine; secretary, Charles G. Smith, German-American; treasurer, Marshal S. Driggs, Williamsburg City Fire; members of the executive committee: H. E. Rees, Aetna; Cecil F. Shallcross, Royal; William N. Kremer, German-American, and F. W. Sergeant, New Hampshire Fire.

NATIONAL BREWERS INSURANCE COMPANY, Chicago, Ill. Organized 1906; capital, \$200,000. W. H. Rehm, president; E. G. Rhoads, secretary.

NATIONAL CASUALTY COMPANY, Detroit, Mich. Organized 1904; capital, \$100,000. David E. Thomas, president; F. S. Dewey, secretary.

NATIONAL ELECTRICAL INSPECTORS' ASSOCIATION was organized at a meeting held in Detroit in July, 1903. The purposes of the organization are to bring about greater uniformity in interpretation and enforcement of the national electrical code, and for discussion of electrical questions, and the membership is composed of electrical inspectors in the fire insurance field and municipal inspectors. The officers are: President, James E. Cole, Boston, Mass; vice-president, James Bennett, Montreal, Que.; secretary-treasurer, Thomas Henry Day, Hartford, Conn.; National Conference Representative, James E. Cole; executive committee: James Bennett, Montreal, Que.; James B. McCarthy, Detroit, Mich.; George G. Hankins, Philadelphia, Pa.; H. A. Knight, Worcester, Mass.; Arthur Lewis, Wilkes-Barre, Pa.; J. H. Montgomery, Detroit, Mich., and James E. Cole, Boston, Mass.

NATIONAL FIRE AND MARINE INSURANCE COMPANY, Elizabeth, N. J. Organized 1865; capital, \$100,000. H. R. Chambers, president; E. N. Marsh, secretary.

NATIONAL FIRE INSURANCE COMPANY of Hartford, Conn. Organized 1871; capital, \$1,000,000. James Nichols, president; H. A. Smith, vice-president; B. R. Stillman, secretary; G. H. Tryon, and Frank D. Layton, assistant secretaries. Assets December 31, 1908, \$8,252,739; surplus to policyholders, \$3,178,458.

NATIONAL FIRE PROTECTION ASSOCIATION. At a meeting of inspectors representing associations and boards of fire underwriters, and others engaged in the business of fire insurance, held in the city of New York, November 5, 1896, an organization was effected of an association with the above title. Its purposes were set forth in the following articles:

This organization shall be known as the National Fire Protective Association.

The objects of the association are to promote the science and improve the methods of fire protection; to obtain and circulate information on this subject and to secure co-operation of its members in establishing proper safeguards against loss of life and property by fire.

The membership is divided into four classes: Active, associate, subscribing, and honorary. Active members consist of insurance boards and associations having primary jurisdiction and national institutes, societies, and associations interested in fire protection. Associate members are individuals engaged in the fire insurance business, or members of the associations represented in the active membership. Individuals, firms, and corporations interested in protection of life and property against loss by fire are eligible to become subscribing members, and honorary membership is bestowed on ex-members, prominent in the promotion of the objects of the association and provided they are not identified with fire protection from a commercial standpoint.

Officers and executive committee were chosen as follows: C. C. Little, president; E. U. Crosby, secretary; U. C. Crosby, F. E. Cabot, W. H. Stratton, W. A. Anderson, William Bonner, Robert Jardine, Albert Blauvelt, executive committee, with three more to be named respectively by the South Eastern Tariff Association, Philadelphia Fire Underwriters' Association, and Underwriters' Association of the Middle Department.

[For summary of subsequent meetings see Cyclopedica for 1898-99, 1899-1900, 1900-1901, 1901-1902, 1902-1903, 1903-1904, 1904-1905, 1905-1906, 1906-1907, and 1907-1908.]

The thirteenth annual meeting of the association was held in New York, May, 25, 26 and 27, 1909, and forty-two active members were represented on roll-call. President Goddard presided, and in his address discussed the fire waste, and urged that the association might do more to develop a public interest in reducing the fire waste and to realizing that carelessness is responsible for a great proportion of the fire loss each year. President Goddard cited figures showing the average annual per capita loss in American cities in comparison with the loss in European cities, as well as the cost of maintaining fire departments and said the figures were sufficient to emphasize two important facts:

"First, The fire waste in this country is certainly of such proportions as to merit earnest consideration.

"Second, The comparison with European fire losses clearly shows that the enormous figures in this country are unnecessary and also goes far to explain why the insurance rates in this country are many times the rates abroad.

"It is claimed by those best fitted to form an accurate opinion that more than 50 per cent. of our fires are due to what may be properly classed as 'easily preventable causes;' in other words, are attributed to carelessness."

Continuing he said, "the power and influence which might be exerted by the members of the association to awaken the public to a realizing sense of the burden of the fire loss could hardly be estimated," and he added, "the sum total of a little time, a little thought and a little effort, which without in any way taxing the individual, might be given by each, would cause an irresistible wave of intelligent carefulness to spread from the Atlantic to the Pacific, which in time must produce marked results." The president expressed himself as a great believer in a "campaign of education," but results could be brought about much more quickly and effectively by a quiet and persistent education than in any

other way, and on concluding the president said: "If we wish results that will be lasting, we must so educate the public that our theme become their every day thought and speech."

Secretary Merrill reported a total membership of 1,332, and the report of the executive committee, H. L. Phillips, chairman, reviewed the work of the year, and recommended that the plan of publicity suggested by the president, which had already been followed with success, be continued. A paper was read by Alfred G. Patton on the New York High Pressure System, and during the three day's sessions reports were presented by standing committees on the following subjects: "Manufacturing Risks and Special Hazards," W. D. Grier, chairman; "Devices and Materials," W. C. Robinson, chairman; "Automatic Sprinklers," E. P. Boone, chairman; "Fire Protection Coverings for Window and Door Openings," W. C. Robinson, chairman; "Hose," H. W. Forster, chairman; "Hydrants and Valves," L. H. Kunhardt, chairman; "Pumps," E. V. French, chairman; "Private Fire Supplies from Public Mains," E. V. French, chairman; "Standard Hose Couplings and Hydrant Fittings," F. M. Griswold, chairman; "Artificial Refrigeration," W. D. Grier, chairman; "Grain Elevators," J. V. Parker, chairman; "Gravity Tanks," Gorham Dana, chairman; "Pipe," A. Blauvelt, chairman; "Fire Proof Construction," E. T. Cairns, chairman; "Concrete and Reinforced Concrete for Building Construction," E. T. Cairns, chairman; "Theatre Construction and Equipment," C. A. Hexamer, chairman; "Uniform Requirements," Gorham Dana, chairman; "Signaling Systems," Ralph Sweetland, chairman; "Pneumatic Conveyors of Stock and Refuse," H. L. Phillips, chairman. Papers were also read on "Concrete Building Construction," by Leonard C. Wason; and a "Memoranda of Recent Efforts to Create the Office of State Fire Marshal," by Clarence Maris of the Ohio state fire-marshal's office.

The following resolution, reported by the executive committee, and expressing the principles for which the association stands, was adopted:

1. We believe that the restriction of the destruction of property by fire furnishes a practical means for the conservation of our natural resources.

2. We urge the adoption of proper building laws by States and municipalities.

3. We call attention to the fearful consequences that may follow a fire unless all buildings in which people congregate, such as colleges and schools, hospitals and asylums, churches, hotels, department stores and theatres, are built of superior construction and equipped with apparatus for the automatic extinguishment of fire.

4. We ask the public generally to be willing to lend its aid in reducing the fire waste; believing that at least \$100,000,000, and perhaps more, of the annual fire waste is due to easily preventable causes; mainly to lack of appreciation of what may be the results of carelessness.

5. We ask the acceptance and adoption of all standards which the National Fire Protection Association has promulgated, believing as we do that they comprise the best known practices and that their general introduction will guarantee better conditions.

6. We bespeak of our members from the greatest to the least that whole-souled and hearty co-operation which will evidence an earnestness of purpose to reach the goal of our desires.

In this manner, therefore, the National Fire Protection Association goes before the public feeling, as it does, that the adoption of these principles guarantees results which will be for the good of the nation and for the good of humanity.

Officers were elected as follows: President, C. M. Goddard, Boston; vice-president, H. C. Henley, St. Louis; secretary and treasurer, Franklin H. Wentworth; executive committee: Alfred Blauvelt, G. W. Cleveland, W. J. Frederick, C. A. Hague, H. E. Hess, C. A. Hexamer, F. E. MacKnight, W. H. Merrill, H. K. Miller, H. L. Phillips, C. H. Phinney, M. D. Pierce, W. G. Sander-son, W. S. Wensley, and Louis Wiederhold, Jr.

The active members of the association are as follows:

American Institute of Architects.
American Institute of Electrical Engineers.
American Street and Interurban Railway Association.
American Society of Heating and Ventilating Engineers.
American Warehousemen's Association.
American Water Works Association.
Associated Factory Mutual Ins. Co.'s Inspection Bureau.
Association of Fire Underwriters of Baltimore City.
Board of Fire Underwriters of Allegheny County.
Board of Fire Underwriters of the Pacific.
Board of Fire Underwriters of the Territory of Hawaii.
Boston Board of Fire Underwriters.
Buffalo Association of Fire Underwriters.
Canadian Fire Underwriters' Association.
Chicago Board of Underwriters of Chicago.
Cincinnati Fire Prevention Bureau.
Cleveland Inspection Bureau.
Factory Insurance Association.
Factory Mutual Laboratories.
Fire Underwriters' Electrical Bureau.
Fire Underwriters' Inspection Bureau.
Indiana Inspection Bureau.
Insurance Association of Providence.
International Association of Fire Engineers.
Kansas Fire Insurance Inspection Office.
Kentucky Inspection Bureau.
Louisiana Fire Prevention Bureau.
Louisville Board of Underwriters.
Mainland Fire Underwriters' Association of B. C.
Man. and N. W. Fire Underwriters' Association.
Michigan Inspection Bureau.
Middle States Inspection Bureau.
Milwaukee Board of Fire Underwriters.
Miss. Inspection and Advisory Rating Company.
Missouri Inspection and Survey Bureau.
National Association Factory Mutual Insurance Companies.
National Association Master Composition Roofers of U. S. A.
National Association of Manufacturers of U. S., The.
National Association of Local Fire Insurance Agents, The.
National Assn. of Master Sheet Metal Workers of U. S.
National Board of Fire Underwriters.
National Electric Light Association.
National Electrical Contractors' Association.
National Hardware Association of United States.
Nebraska Inspection Bureau.
Newark Fire Insurance Exchange.
New Brunswick Board of Fire Underwriters.
New England Bureau of United Inspection.
New England Insurance Exchange.
New Hampshire Board of Fire Underwriters.
New York Board of Fire Underwriters.

New York Fire Insurance Exchange.
 Nova Scotia Board of Fire Underwriters.
 Ohio Inspection Bureau.
 Ohio State Fire Prevention Association.
 Philadelphia Fire Underwriters' Association.
 Philadelphia Suburban Underwriters' Association.
 Rocky Mountain Fire Underwriters' Association.
 South Eastern Tariff Association.
 St. Louis Fire Prevention Bureau.
 State Fire Marshals' Association of America.
 Suburban Fire Insurance Exchange.
 Tennessee Inspection Bureau.
 Texas Fire Prevention Association.
 The Union.
 Underwriters' Association of Middle Department.
 Underwriters' Association of New York State.
 Underwriters' Bureau of Middle and Southern States.
 Underwriters' Bureau of New England.
 Underwriters' Laboratories, Inc.
 Western Factory Insurance Association.
 West Virginia Inspection Bureau.

NATIONAL FRATERNAL CONGRESS. This organization is composed of most of the principal fraternal beneficiary orders, and holds an annual session. The objects are declared to be "the uniting permanently of all legitimate fraternal beneficiary societies for purposes of mutual information, benefit, and protection." The first annual meeting was held at Washington, D. C., November 10, 1886, sixteen orders being represented. The first officers were Leroy Andrus of Buffalo, president; W. H. Barnes of San Francisco, first vice-president; J. Haskell Butler of Boston, second vice-president; R. C. Hill of Buffalo, recording secretary; O. M. Shedd of Poughkeepsie, N. Y., corresponding secretary; Halvor Nelson of Washington, treasurer.

The twenty-second annual session was held at Put-in-Bay, Ohio, August 17, 1908. President Hereford presided, and following addresses of welcome and response, reviewed the affairs of the Congress for the year, and discussed fraternal conditions and problems at greater length. The Congress, he said, had been the chief factor in bringing about reforms in the affairs of fraternal and correcting past mistakes through a re-adjustment of rates to an adequate basis, and he expressed the earnest hope that no backward step would be taken, and that the policy of the Congress as to placing fraternal on a sound and safe foundation be followed out.

The report of the committee on statistics for the year 1907 covering the figures for fifty-five societies, reported that 693,758 life benefit members had been admitted during the year; the largest number of new members ever reported. The total life benefit membership at the close of the year numbered 4,441,984; a net increase for the year of 268,696, and the total social membership was 960,966. The protection written during the year amounted to \$755,267,579.70, leaving protection in force at the close of the year \$6,091,568,393.48, and there were 37,983 deaths reported for the year, the death rate being 8.81 per thousand, and the percentage of actual deaths to the expected by the Congress Table of Mortality

was 98.28. The benefits paid during the year amounted to \$63,462,-860.83, as compared with \$32,213,868.00 ten years ago. The benefit funds on hand at the close of the year amounted to \$63,382,058.22. The lapses during the year were 367,079, or eighty-five per thousand on the average life benefit membership, and the combined expenses of management for the year were \$8,315,228.43. Reports from other committees were presented, and an address was made by E. E. Rittenhouse, superintendent of insurance of Colorado.

The following officers were elected: President, C. E. Piper; vice-president, Thomas H. Cannon; secretary and treasurer, C. A. Gower.

NATIONAL INSURANCE COMPANY, Allegheny City, Pa. Organized 1866; capital, \$500,000. John Thompson, president; H. M. Schmitt, secretary.

NATIONAL INSURANCE COMPANY, Cincinnati, Ohio. Organized 1851; capital, \$100,000. G. W. Pohlman, Jr., president; Edward A. Winter, secretary.

NATIONAL INSURANCE CONVENTION. The first gathering of the state insurance officials was in 1871, at the instance of George W. Miller, then superintendent of the New York state insurance department. He issued invitations to the officials of other states and territories, and they met at New York May 24, 1871. Eighteen states were represented. Mr. Miller was chosen president, and Col. Henry S. Olcott, then a New York journalist, was chosen secretary. Mr. Miller, on taking the chair, stated that the object proposed in calling these officials together was to secure, if possible, uniformity of action in those matters which were discretionary with them in the supervision of insurance, and to promote, through their efforts, such legislation as was desirable to improve and protect the business. The title of the organization adopted was the "National Insurance Convention."

The first session lasted nine days, and there was a second session held in October of the same year. A report of the proceedings, which were long and varied, was prepared by the secretary, Colonel Olcott, and published in two volumes of about 800 octavo pages.

The following table gives the names of the officers of the convention elected at each meeting since its organization, and the successive places of meeting:

Sessions.	Year.	Place of Meeting.	OFFICERS ELECTED AT EACH MEETING.		
			President.	Vice-President.	Secretary.
1	1871	New York,	Geo. W. Miller, N. Y.	L. Breese, Wis.	H. S. Olcott, N. Y.
2	1871	New York,	Geo. W. Miller, N. Y.	L. Breese, Wis.	H. S. Olcott, N. Y.
3	1872	New York,	L. Breese, Wis.	J. W. Foard, Cal.	O. Pillsbury, N. H.
4	1873	Boston,	O. W. Chapman, N. Y.	S. R. Row, Mich.	O. Pillsbury, N. H.
5	1874	Detroit,	O. W. Chapman, N. Y.	S. R. Row, Mich.	O. Pillsbury, N. H.
6	1875	New York,	S. R. Row, Mich.	O. Pillsbury, N. H.	S. H. Rhodes, Mass.
7	1876	Harrisburg,	S. R. Row, Mich.	O. Pillsbury, N. H.	S. H. Rhodes, Mass.
8	1877	St. Paul,	O. Pillsbury, N. H.	A. R. McGill, Minn.	Orrin T. Welch, Kan.
9	1878	Providence,	O. Pillsbury, N. H.	A. R. McGill, Minn.	Orrin T. Welch, Kan.
10	1879	St. Louis,	A. R. McGill, Minn.	J. L. Clarke, Mass.	Orrin T. Welch, Kan.
11	1880	Chicago,	J. L. Clarke, Mass.	P. L. Spooner, Wis.	Orrin T. Welch, Kan.
12	1881	Detroit,	J. L. Clarke, Mass.	J. A. McCall, Jr., N. Y.	Orrin T. Welch, Kan.
13	1882	Niagara F'ls,	O. Pillsbury, N. H.	C. P. Swigert, Ill.	J. W. Brooks, Conn.
14	1883	Columbus,	J. A. McCall, Jr., N. Y.	Chas. H. Moore, Ohio.	Chas. P. Swigert, Ill.
15	1884	Chicago,	J. A. McCall, Jr., N. Y.	Eugene Prindle, Mich.	Chas. P. Swigert, Ill.
16	1885	Chicago,	C. P. Swigert, Ill.	H. J. Reinmund, O.	C. Shandrew, Minn.
17	1886	St. Paul,	J. K. Tarbox, Mass.	S. H. Cross, R. I.	R. B. Brinkerhoff, O.
18	1887	Niagara F'ls,	Phil. Cheek, Jr., Wis.	O. R. Fyler, Conn.	J. A. McEwen, Ohio.
19	1888	Madison,	O. R. Fyler, Conn.	Samuel E. Kemp, O.	Geo. B. Luper, Pa.
20	1889	Denver,	G. S. Merrill, Mass.	Samuel E. Kemp, O.	Geo. B. Luper, Pa.
21	1890	Cleveland,	C. P. Ellerbe, Mo.	Geo. B. Luper, Pa.	C. B. Allen, Neb.
22	1891	St. Louis,	Geo. B. Luper, Pa.	W. H. Kinder, O.	J. J. Brinkerhoff, Ill.
23	1892	St. Paul,	J. C. Linehan, N. H.	C. H. Smith, Minn.	J. J. Brinkerhoff, Ill.
24	1893	Chicago,	Jas. F. Pierce, N. Y.	B. K. Durfee, Ill.	J. J. Brinkerhoff, Ill.
25	1894	Alexandria Bay, N. Y.,	B. K. Durfee, Ill.	W. M. Hahn, O.	F. L. Cutting, Mass.
26	1895	Mackinac Isl., Mich.,	W. M. Hahn, O.	J. R. Waddill, Mo.	F. L. Cutting, Mass.
27	1896	Philadelphia,	J. R. Waddill, Mo.	Stephen W. Carr, Me.	F. L. Cutting, Mass.
28	1897	Old Point Comft, Va.,	Stephen W. Carr, Me.	Wm. R. Fricke, Wis.	F. L. Cutting, Mass.
29	1898	Milwaukee,	E. H. Dearth, Minn.	M. D. Campbell, Mich.	J. J. Brinkerhoff, Ill.
30	1899	Detroit,	E. T. Orear, Mo.	W. S. Matthews, Ohio.	J. J. Brinkerhoff, Ill.
31	1900	Hartford,	J. A. O'Shaughnessy, Minn.	E. L. Scofield, Conn.	J. J. Brinkerhoff, Ill.
32	1901	Buffalo,	William H. Hart, Ind.	F. A. Howland, Vt.	J. J. Brinkerhoff, Ill.
33	1902	Columbus,	Arthur I. Vorys, Ohio.	John L. Bacon, Vt.	J. J. Brinkerhoff, Ill.
34	1903	Baltimore,	John L. Bacon, Vt.	James V. Barry, Mich.	J. J. Brinkerhoff, Ill.
35	1904	Indianapolis,	F. L. Cutting, Mass.	James V. Barry, Mich.	J. J. Brinkerhoff, Ill.
36	1905	Bretton Woods, N.H.	James V. Barry, Mich.	Theron Upson, Conn.	J. J. Brinkerhoff, Ill.
37	1906	Washington, D. C.	G. H. Adams, N. H.	Reau E. Folk, Tenn.	J. J. Brinkerhoff, Ill.
38	1907	Richmond, Va.	Reau E. Folk, Tenn.	B. F. Carroll, Ia.	J. J. Brinkerhoff, Ill.
39	1908	Detroit.	B. F. Crouse, Md.	F. W. Potter, Ill.	J. J. Brinkerhoff, Ill.

The thirty-ninth annual convention was held in Detroit, Mich., August 25, 26 and 27, 1908. President Folk called the meeting to order and on roll-call twenty-seven states were shown to be represented as follows:

Colorado—E. E. Rittenhouse, commissioner, and A. G. Hann, deputy commissioner.

Connecticut—T. H. McDonald, commissioner, and H. P. Hammond, actuary.

District of Columbia—Thomas E. Drake, superintendent.

- Illinois—Frederick W. Potter, superintendent, and J. J. Brinkerhoff, deputy superintendent; O. B. Ryon, attorney.
 Indiana—J. E. Billheimer, auditor, and C. W. McNeal, deputy auditor.
 Kentucky—Charles W. Bell, commissioner, and C. B. Bullock, actuary.
 Louisiana—Eugene J. McGivney, commissioner.
 Maine—I. E. Lang, deputy commissioner.
 Maryland—Benjamin F. Crouse, commissioner, and James E. Greene, deputy commissioner.
 Massachusetts—F. H. Hardison, commissioner, and C. W. Fletcher, deputy commissioner.
 Michigan—James V. Barry, commissioner, and M. O. Rowland, deputy commissioner.
 Minnesota—J. A. Hartigan, commissioner, and C. M. Farnham, attorney.
 Mississippi—T. M. Henry, commissioner.
 Missouri—W. D. Vandiver, superintendent.
 New Jersey—David O. Watkins, commissioner.
 New York—Otto Kelsey, superintendent; H. D. Appleton, first deputy superintendent; N. B. Hadley, examiner, and J. H. Woodward, assistant actuary.
 North Carolina—James R. Young, commissioner.
 Ohio—Charles C. Lemert, superintendent, and S. E. Stillwell, actuary.
 Oklahoma—T. H. McComb, commissioner.
 Rhode Island—Charles C. Gray, commissioner.
 South Carolina—F. H. McMaster, commissioner.
 South Dakota—O. S. Basford, commissioner.
 Tennessee—Reau E. Folk, commissioner.
 Texas—Thomas B. Love, commissioner.
 Virginia—Joseph Button, commissioner, and Charles G. Taylor, deputy commissioner.
 West Virginia—J. W. Scherr, chief clerk.
 Wisconsin—L. A. Anderson, actuary.

President Folk in his annual address took for his theme "Insurance Supervision," and by way of introduction spoke of the responsibility resting upon members of the convention, and said it was not their mission to harass the insurance companies, nor to injure or destroy, but to look to the upbuilding and elevation of the insurance system along lines of more perfect protection to policyholders. The president expressed himself as in favor of state supervision as against national supervision, and it had been settled that insurance was not subject to national regulation under the constitution as it now stands, and continuing he sketched briefly some of the advantages of state supervision, and expressed the view that whatever good could be accomplished by national supervision could be accomplished through this convention by the states being brought to act in concert on such matters as may be deemed proper. State supervision had its faults but each year found it upon a higher plane of efficiency. State supervision, he said, was a product of evolution, and conditions were briefly reviewed which resulted in the formation of the convention; the central idea upon which it was inaugurated being the adoption of a uniform statement blank. Continuing the president briefly reviewed subjects which came within the purview of the convention, such as uniform blanks, legislation and simplified policy forms, and in conclusion said: "there is no official position which requires more courage, more devotion to duty, more determination, than the position of insurance commissioner. I believe the commissioners of the United States for the most part are meeting

the requirements exacted of their positions, and the spirit found in these annual conventions is a potent factor in the stimulation to the highest ideals of duty and to the elevation of insurance supervision to a higher plane of efficiency"

Following the president's address Commissioner Rittenhouse of Colorado presented a brief paper in reply to the report on state supervision made to the American Bar Association by its committee on insurance, which criticised state insurance officials, and after a brief discussion on motion the paper was incorporated in the records of the convention. Following this the first question on the program: "Should the Item of Accrued Taxes in Reports be Treated as a Liability," was taken up for consideration. The question was discussed by several commissioners, and a resolution introduced by Commissioner Hartigan was finally adopted, to the effect that such taxes should be included as a liability. The valuation of fixed term securities was discussed in a paper by Superintendent Kelsey, in which he advocated the amortization plan of valuing such securities, and the question was discussed by Commissioner Hardison and Mr. Brinkerhoff, and on motion of Superintendent Kelsey the appointment of a committee of three was authorized, which shall, after January 1st, find the market value of securities and publish its findings in a volume for the use of departments.

Insurance Commissioner Love read a paper in explanation and defense of the Robertson law requiring companies to invest 75 per cent. of their reserves on Texas business in Texas securities, and at its conclusion the first day's session of the convention adjourned.

The first business of the second day's session was consideration of the report of the committee on blanks, which was presented by Chairman Appleton, New York. Several changes in the blanks were suggested by the committee, and the report as a whole was adopted. The next business in order was the report of the special committee on taxation. The committee presented a long report in which the laws on the subject and the moral questions involved were reviewed, and remedies suggested. The recommendations of the committee in part were:

"First—That the rate of the premium income tax, if one be imposed, shall be fixed by methods which will give some assurance of equality of rate with that of other taxpayers. For whoever may object to the entire repeal of such laws certainly will not object to so framing them that the taxes exacted from life insurance corporations will not exceed those exacted from other taxpayers. The present rates in the different states are purely arbitrary. Why, for instance, should New York take \$1 out of every \$100 paid for premiums within the state, Ohio \$2.50, Kentucky \$2, and Maryland \$1.50? There should be some basis of uniformity, and some method of comparing the relative amount of taxes paid by life insurance with those paid by other interests and businesses. This comparison for the purpose of fixing the rate your committee believes can be accomplished by ascertaining in each state the amount levied upon some other form of business, say from the reports of banks, what taxes they pay for the year on all their forms of property except real estate and other tangible property, ascertaining also what the bank's gross income for the same year was; then, by finding from such data what rate of taxation upon their gross income would produce the taxes actually

paid by them in excess of the taxes paid on their real estate and other tangible property. The rate so ascertained could be employed for the purpose of taxing the gross income of life insurance, thus putting life insurance on an equality with banks as to taxation.

"Second—All laws authorizing taxation of premium income in counties and municipalities as an item of property should be repealed.

"Third—All laws and ordinances authorizing occupation or license taxes in counties, cities, towns and villages should be repealed.

"Fourth—Laws of the states imposing fees and licenses should be revised and graduated upon an equitable basis so as to raise therefrom adequate funds for the maintenance of the insurance department within the state. The fees and licenses so charged should be enough, but not more than enough, to pay the expenses of maintaining the insurance department. They should be so regulated as to accomplish this end, but no more."

The adoption, said the committee, of these remedies by all the states would cure a great evil, and it briefly pointed out the difficulties of procuring legislation reducing taxation. The burden of recasting the tax laws along the lines suggested was upon the insurance companies and the policyholders. The report of the committee dealt only with life insurance and the committee expressed regret that time did not permit of its dealing with other classes of insurance, which were entitled to relief, and the report concluded with a recommendation that a standing committee on taxation be created by the convention. After discussion the report as presented was adopted.

Following the report on taxation the subject of department practices was taken up for discussion, and several commissioners reviewed the general practices of their departments. Commissioner Rittenhouse of Colorado presented a paper on the subject. The committee on unauthorized insurance made a brief report (See Unauthorized Insurance) following which the question of the valuation of the assets of fidelity and surety companies was taken up. The commissioner of Colorado presented a paper on the subject, and introduced the following resolution, which was adopted:

"Resolved, That in appointing the committees for the ensuing year a special committee consisting of nine members be appointed, to be known as the "Fidelity and Surety" committee, which shall formulate recommendations for uniform laws or regulations covering the following or other matters relating to the business and administration of fidelity and surety companies: Capital required, character of assets, special deposits, salvage, indemnity collateral, reserves for losses, expired bonds upon which claim may be made, adequate rates, unearned premiums, agreements of indemnity holding reinsurers harmless. If in the opinion of said committee it be found desirable to recommend a uniform law for the government of such corporations, it is hereby directed to include the same in its report."

A paper was read by Thomas E. Drake, superintendent of insurance of the District of Columbia, advocating the drafting of a simplified form of standard fire insurance policy, and after discussion, the question, together with the question of standard provisions for health and accident policies, was referred to the committee on laws and legislation under the following resolution:

Resolved, That the committee on laws and legislation be directed to investigate the advisability of recommending to the various legislatures for adoption, first, a simplified form of standard fire insurance policy; second,

standard policies or standard provisions and prohibitions relating to accident, health, liability, fidelity and surety policies or contracts. Said committee is further directed to report its conclusions to the next convention, and, if in the opinion of the committee legislation is advisable, the committee is hereby requested to present with its report a draft of such proposed legislation as it deems expedient.

Papers were also read by Insurance Commissioner McGivney of Louisiana, on "Expenses in Fire Insurance," and by S. Hazen Bond of the United States Treasury department, on "Classification of Fidelity and Surety Risks on Bonds of Government Officials." Commissioner McGivney advocated state regulation of fire insurance premiums, and suggested the appointment of a special committee to consider the expense question in fire insurance, and the appointment of such committee was authorized by the convention. Mr. Bond's paper was referred to a special committee. Brief reports were also presented by Superintendent Potter, chairman of the committee on fraternal insurance; by Commissioner Macdonald of Connecticut, chairman of the committee on laws and legislation and by Commissioner Hardison of Massachusetts, chairman of the committee on reserves other than life, but made no important recommendations. A special committee also reported memorial resolutions to Frederick L. Cutting, late insurance commissioner of Massachusetts, which were placed on the minutes of the convention.

Officers were elected as follows: President, Benjamin F. Crouse, Maryland; vice-president, Frederick W. Potter, Illinois; secretary, J. J. Brinkerhoff, Illinois; executive committee: E. E. Rittenhouse, Colorado, chairman; Otto Kelsey, New York, T. H. McDonald, Connecticut, J. A. Hartigan, Minnesota, and Joseph Button, Virginia.

NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY, Nashville, Tenn. Organized 1900; capital, \$100,000. C. A. Craig, president; C. A. Clements, secretary.

NATIONAL LIFE INSURANCE COMPANY, Montpelier, Vt. This company's charter was granted by the state of Vermont November 13, 1848, and was amended October 26, 1849, after which the company organized and began to do business, January 17, 1850. On October 30, 1850, another act was approved which reduced the number of directors from twenty-five to thirteen, and made it unlawful for the company to loan money to any of its officers or directors. Three subsequent acts have modified the original charter; that of November 12, 1852, provided for a secure investment of the company's assets and the right to establish agencies in foreign states; that of November 18, 1856, defined the beneficiary rights of married women and other persons; that of October 27, 1858, altered the name of the company by abbreviation, making it simply "National Life Insurance Company." The guarantee capital has long since been eliminated, and the plan of insurance is now purely mutual.

The company entered Massachusetts at an early date; New York, 1850; Ohio and Illinois, 1869; Michigan, 1872; Iowa, 1873; Pennsylvania, 1874; Minnesota, 1875; Pacific Coast, 1884; Missouri, 1889. It now occupies every important northern state and is established in some southern states. The present officers and directors are: Joseph A. De Boer, president; Fred A. Howland, vice-president; James B. Estee, second vice-president; Osman D. Clark, secretary; Harry M. Cutler, treasurer; A. B. Bisbee, M.D., medical director; and Clarence E. Moulton, actuary; George Briggs, William P. Dillingham, Joseph A. De Boer, John G. McCullough, Harry M. Cutler, James B. Estee, William W. Stickney, James L. Martin, George H. Olmsted, Fletcher D. Proctor, Charles P. Smith, Fred A. Howland and Charles W. Gammons, directors.

The amount of insurance in force December 31, 1908, was \$155,755.039. The following items are taken from its annual statements, 1899 to 1908, inclusive:

Year.	Total Income.	Premium Receipts.	Total Expenditures.	Paid Policy-holders.	Assets.
1899.....	\$4,313,315	\$3,364,595	\$2,764,139	\$1,642,319	\$17,738,861
1900.....	4,756,953	3,753,160	2,816,846	1,568,954	19,900,890
1901.....	5,307,907	4,097,520	2,803,236	1,653,247	22,384,203
1902.....	6,005,046	4,419,698	3,048,495	1,899,969	25,335,030
1903.....	6,480,463	4,754,553	3,389,016	2,057,806	28,363,798
1904.....	6,895,013	5,511,925	3,962,417	2,430,088	31,398,454
1905.....	7,441,666	5,955,467	4,416,317	2,828,627	34,519,093
*1906.....	7,779,592	6,163,439	4,628,203	3,090,326	37,511,373
*1907.....	7,675,465	5,922,753	4,545,139	3,361,655	40,354,241
*1908.....	7,901,671	5,985,082	4,653,662	3,457,487	44,026,070

* Paid for basis.

The National works upon the level premium system, writes both participating and non-participating forms, issues term, life, limited payment life, endowment and installment benefit policies, and indorses and guarantees liberal cash, paid-up and extended insurance values on all its forms. Surplus December 31, 1908, was \$5,279,925.70. Business issued since January 1, 1901, upon three per cent. interest basis.

NATIONAL LIFE INSURANCE COMPANY OF THE UNITED STATES OF AMERICA of Chicago. The company was originally chartered by Congress in 1868, but was reincorporated under the laws of Illinois, March 3, 1904. Capital, \$500,000. A. M. Johnson, president; Robert E. Sackett, vice-president; Robert D. Lay, secretary.

NATIONAL LUMBER INSURANCE COMPANY, Buffalo, N. Y. Organized 1905; capital, \$200,000. Morris S. Tremaine, president; William P. Haines, secretary.

NATIONAL MUTUAL ASSURANCE COMPANY, Philadelphia, Pa. Organized 1901. F. A. Downes, president; Wm. M. Burgess, secretary.

NATIONAL SURETY COMPANY OF NEW YORK. Incorporated 1897; capital, \$500,000. William B. Joyce, president; David W. Armstrong, Jr., secretary.

NATIONAL UNION FIRE INSURANCE COMPANY, Pittsburgh, Pa. Organized 1901; capital, \$1,000,000. E. E. Cole, president; B. D. Cole, secretary.

NATIONAL UNION FIRE INSURANCE COMPANY, Washington, D. C. Organized, 1865; capital, \$100,000. Albert F. Fox, president; Philip F. Larner, secretary.

NEAL, ROBERT W., insurance journalist, is a native of San Francisco, Cal., where he was born September 14, 1864. He was educated in the public schools of that city, and became a printer at an early age. In 1890 Mr. Neal, being then the owner of the *Pacific Underwriter*, published at San Francisco, assumed the editorial and business charge of that paper.

NEBRASKA ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS, was organized in July, 1899. Daniel H. Wheeler, Sr., Omaha, was elected president, and John W. Robbins, Omaha, secretary and treasurer. At the annual meeting in July, 1908, officers were elected as follows: President, Paul Colson, Fremont; vice-president, W. S. Clapp, Kearney; second vice-president, B. L. Baldwin, Omaha; third vice-president, Alfred White, Plattsmouth; fourth vice-president, O. W. Palm, Lincoln; fifth vice-president, Fred Heller, Nebraska City; sixth vice-president, T. F. Horn, Auburn; secretary and treasurer, C. O. Talmage, Omaha.

NEBRASKA, INSURANCE SUPERVISION IN, 1865-1909. In Nebraska the auditor of public accounts, who is elected by the people for a term of two years, is charged with the supervision of insurance. The auditors who have held the office have been:

John Gillespie,	October 10, 1865—	January 12, 1873
J. B. Weston,	January 13, 1873—	January 9, 1879
F. W. Leidlke,	January 9, 1879—	November 12, 1880
John Wallichs,	November 1, 1880—	January 3, 1885
H. A. Babcock,	January 3, 1885—	January 3, 1889
Thomas H. Benton,	January 3, 1889—	January 1, 1893
Eugene Moore,	January, 1893—	January, 1897
J. F. Cornell,	January, 1897—	January, 1901
Charles Weston,	January, 1901—	January, 1905
Edward M. Searle, Jr.,	January, 1905—	January, 1907

J. L. Pierce is the present commissioner.

NEBRASKA LIFE UNDERWRITERS' ASSOCIATION was organized March, 1890, the original officers being W. J. Fisher, president; H. D. Neely and O. H. Jeffries, vice-presidents, and E. H. Mayhew, secretary. The present officers and executive committee elected at the annual meeting in January, 1908, are: Presi-

dent, J. R. Brotherton, Michigan Mutual; vice-president, F. W. Foster, Penn Mutual; secretary, F. W. Heron, Fidelity Mutual; treasurer, John Dale, Aetna; executive committee: W. A. Smith, Phoenix Mutual, chairman; H. D. Neely, Equitable; F. B. Burchmore, Connecticut Mutual; J. E. Roark, Metropolitan; E. E. Zimmerman, New York Life.

NEBRASKA UNDERWRITERS' INSURANCE COMPANY, Omaha, Neb. Organized 1902; capital, \$100,000. W. C. Sunderland, president; M. F. Funkhouser, secretary.

NEELY, HENRY D., Nebraska state manager for the Equitable Life Assurance Society, was born at Platteville, Wis., December 23, 1851. His earliest vocation was that of teaching school, but he became a solicitor for the Equitable in Minnesota in 1875. The following year he turned aside to study law, and in 1877 he was admitted to the bar at Baraboo, Wis. But he returned to life insurance after two years' practice, taking a special agency for the Equitable in the northwestern department, and in 1891 he was appointed manager for Nebraska. Mr. Neely was elected president of the Nebraska Life Underwriters' Association in 1894.

NEILEY, GEORGE, fire underwriter, was born in Boston, July 1, 1860, and received his education in the Boston public schools. He served a clerical apprenticeship in a lawyer's office for over five years, after which he entered the office of Scull & Bradley as a loss clerk. In 1889 he was appointed special agent of the Royal and Pennsylvania in Connecticut, with headquarters at Hartford, and a year later became New England special agent for the same companies with Field & Cowles of Boston. He was elected president of the New England Fire Insurance Exchange in January, 1901, and re-elected in January, 1901, his term expiring in 1902. He now represents the Royal Insurance Company for New England.

NEUBURGER, JACOB MARTIN, former manager of the western department of the Atlas Assurance Company of London, was born at St. Louis, Mo., July 4, 1840, of German parentage. He received his education in the public schools of Cincinnati, Ohio, and was a clerk and merchant until he entered into the local insurance agency business at Laporte, Ind., in 1870. Two years later he became a special agent for the Imperial of London, and then, beginning in 1873, he was for eighteen years a special agent for the German-American Insurance Company of New York. In 1891 he became manager of the western department of the Atlas Assurance Company of London, but resigned in 1908, and retired from active business.

NEVADA, INSURANCE SUPERVISION IN, 1864-1909. In Nevada the state comptroller is *ex officio* insurance commissioner. The comptrollers since the admission of the state in 1864 have been:

A. W. Nightingale,	November 1, 1864—January 1, 1867
W. K. Parkinson,	January 1, 1867—January 1, 1868
Lewis Doron,	January 1, 1868—January 1, 1871
W. W. Hobart,	January 1, 1871—January 1, 1879
J. F. Hallock,	January 1, 1879—January 1, 1891
R. L. Horton,	January 1, 1891—January 1, 1895
C. A. LaGrave,	January 1, 1895—January 1, 1899
Samuel P. Davis,	January 1, 1899—January 1907
J. Eggers,	January 1907—

The official term of the comptroller is four years.

NEW AMSTERDAM CASUALTY COMPANY, NEW YORK. Organized 1898; capital, \$314,400. W. F. Moore, president; George E. Taylor, secretary.

NEWARK FIRE INSURANCE COMPANY, THE, Newark, N. J. Chartered 1811; capital, \$250,000. John J. Henry, president; Charles M. Henry, secretary.

NEWARK FIRE INSURANCE EXCHANGE was organized at Newark, N. J., May 15, 1902, by fire insurance companies for the regulation of rates and the enforcement of correct practices. The officers and executive committee elected were as follows: President, Ross M. Wickham; vice-president, James E. Garabrant, secretary and treasurer, C. S. Dodd. At the annual meeting held in May, 1908, the following officers were elected: President, Ross M. Wickham; vice-president, James E. Garabrant; secretary and treasurer, Charles S. Dodd; manager, John M. Hughes.

NEWARK LIFE UNDERWRITERS' ASSOCIATION was re-organized in February, 1906. The present officers, elected at the annual meeting in January, 1909, are: President, Albert H. Gseller, National Life, Vermont; vice-president, Edward L. Tucker, Connecticut Mutual; secretary, Edmund E. Bice, State Mutual; treasurer, H. H. Coleman, Northwestern; executive committee: Charles L. Whitfield, chairman, Mutual Life; Clinton F. McCord, Penn. Mutual; Robert B. Corrish, Mutual Benefit; H. R. Linderman, Germania.

NEW BRUNSWICK FIRE INSURANCE COMPANY, New Brunswick, N. J. Organized 1826; capital, \$200,000. G. A. Viehmann, president; D. L. Morrison, vice-president; Charles D. Ross, secretary; E. B. Wycoff, assistant secretary. Assets, December 31, 1908, \$610,869.98; liabilities, except capital, \$330,140.54; net surplus, \$80,279.44.

NEWELL, WILLIAM H., assistant secretary of the Ætna Life Insurance Company of Hartford, was born in Hartford, February 20, 1852. He received a grammar and high school education, and began his business career in the office of the Ætna Life in 1888. He was elected to his present position in November, 1905.

NEW ENGLAND BUREAU OF UNITED INSPECTION. The New England Bureau of United Inspection was organized at Boston in December, 1887, for the purpose of making frequent and

complete surveys of important risks in New England, the reports to be furnished to subscribing companies. The bureau is in charge of a governing committee of twenty-five, the list being elected annually.

At the annual election held at Boston, January 29, 1909, the following officers were elected to serve for the ensuing year: Edward C. Brush, chairman; Walter Adlard, vice-chairman; Clifford H. Rice, treasurer; R. W. Hilliard, secretary and manager. The executive committee elected comprises Messrs. Edward C. Brush, A. K. Simpson, Walter Adlard, Clifford H. Rice, Samuel G. Howe, H. L. Hiscock, Chas. D. Palmer, W. H. Winkley, H. J. Ide and W. T. Furness. The following are the subscribing companies:

Aachen & Munich Fire Ins. Co.
 Ætna Ins. Co.
 Agricultural Ins. Co.
 Albany Ins. Co.
 Alliance Ins. Co.
 American Ins. Co. of N. J.
 American Central Ins. Co.
 Atlas Assurance Co.
 Boston Ins. Co.
 British America Assurance Co.
 Camden Fire Ins. Association.
 City of New York Ins. Co.
 Commercial Union Assurance Co.
 Commercial Union Fire Ins. Co.
 Connecticut Fire Ins. Co.
 Continental Ins. Co.
 County Fire Ins. Co.
 Delaware Ins. Co. of Philadelphia.
 Detroit F. & M. Ins. Co.
 Equitable F. & M. Ins. Co.
 Fidelity Fire Ins. Co.
 Fire Association of Philadelphia.
 Fireman's Fund Ins. Co.
 Franklin Fire Ins. Co.
 Germania Fire Ins. Co.
 Glens Falls Ins. Co.

Granite State Fire Ins. Co.
 Hamburg Bremen F. Ins. Co.
 Hanover Fire Ins. Co.
 Hartford Fire Ins. Co.
 Home Insurance Co.
 Ins. Company of North America.
 Ins. Co. of the State of Pa.
 London Assurance Corporation.
 Mercantile F. & M. Ins. Co.
 National Union Fire Ins. Co.
 New York Underwriters' Agency.
 Niagara Fire Ins. Co.
 Old Colony Ins. Co.
 Palatine Ins. Co.
 Pelican Assurance Co.
 Pennsylvania Fire Ins. Co.
 Phoenix Ass'ce Co.
 Providence-Washington Ins. Co.
 Security Ins. Co.
 Springfield F. & M. Ins. Co.
 Spring Garden Ins. Co., Phila.
 Sun Ins. Office.
 Westchester Fire Ins. Co.
 Western Assurance Co.
 Western Ins. Co. of Pennsylvania.

The inspectors of the bureau are: Chief Inspector E. A. Northey, Geo. H. Robinson, Alex. C. Jenkins, J. H. L. Coon, M. F. Jones, F. K. Mitchell, C. B. Coburn, William H. Warner, J. L. Morton, J. M. Glen, F. H. Metcalf, Edward M. Coffin, W. E. Watkins, W. S. Brown, W. R. Thompson, H. R. Thurston, and A. G. Prescott. The governing committee is composed of the following companies: Aachen & Munich Fire, Ætna, Agricultural, American of N. J.; Commercial Union, Connecticut Fire, Continental, Delaware, Equitable F. & M., Fire Association, Fireman's Fund, Hamburg-Bremen Fire, Hanover Fire, Hartford Fire, Home, Insurance Company of North America, London Assurance Corporation, Pennsylvania Fire, Niagara Fire, Phoenix Assurance Company, Providence-Washington, Spring Garden, Sun Fire Office, Westchester Fire, Western.

The inspectors of the bureau made inspections during the year to the number of 5,821 and found 6,602 defects, divided as follows: under construction, 598; in hazards, 1,136; administration and

special features, 181; electrical equipment, 1,259; fire protection, 2,211; sprinkler systems, 1,213; which were corrected. Tests of fire apparatus and sprinkler systems to the number of 2,095 were also made during the year.

NEW ENGLAND FIRE INSURANCE COMPANY, Providence, R. I. Organized 1906; capital, \$200,000. This company was placed in the hands of a receiver in January, 1909.

NEW ENGLAND INSURANCE EXCHANGE was organized by special agents of fire insurance companies at Boston, January 6, 1883. Prior to this anything like order or cohesion in rates in New England, outside of Boston, was practically unknown, and very few local boards were in existence. The first attempt to make rates beyond the limits of Boston was in November, 1882, when a meeting of special agents was held to consider paper mills. It resulted in sending out a circular to companies asking them if they would stand by a scheme of rates on this class of risks if they were made, and forty-four companies answered that they would. This success encouraged hope of a closer organization, and resulted a few months later in the formation of the Exchange.

Membership in the organization is entirely personal and is open to all persons whose principal occupation is the New England field work of any stock fire insurance company. The objects of the Exchange are declared by the constitution to be "the systematic interchange of information and co-operation among field men." The Exchange is a rating and supervising body. Its preliminary work is mainly done through standing committees, of which there are (July 1, 1908) ten of the Exchange and 121 in charge of as many localities in New England, all committees being composed of members of the Exchange. These committees report to the Exchange at its weekly meetings, and their action is approved or disapproved by that body.

The jurisdiction of the Exchange covers New England with the exception of Boston and Providence (which are controlled by their Boards of Fire Underwriters) and the state of New Hampshire (which has its own state board).

The presidents of the Exchange since organization have been as follows: 1883, U. C. Crosby (two terms); 1885, George P. Field; 1886, George W. Taylor; 1887, Henry E. Hess; 1888, Henry R. Turner; 1889, Benjamin R. Stillman; 1890, Frank A. Colley; 1891, U. C. Crosby (third term); 1892, Moses R. Emerson; 1893, Charles B. Fowler; 1894, A. C. Adams; 1895, G. W. Hinkley; 1896, William H. Smith (two terms); 1898, F. A. Wetherbee; 1899, J. B. Cornish; 1900, George Neiley (two terms); 1902, G. A. Furness (two terms); 1904, C. D. Palmer (two terms); 1906, G. T. Forbush; 1907, F. A. Wetherbee (second term).

The secretaries have been: 1883, James Bruerton; 1884, Arthur A. Clarke; 1888, Oliver P. Clarke; 1891, C. M. Goddard.

The present officers, elected at the annual meeting in January, 1909, are as follows: W. F. Rice, president; W. H. Boutell, F. H.

Battilana, and J. J. Downey, vice-presidents; C. M. Goddard, secretary and treasurer.* The executive committee are: J. W. Grover, chairman, C. F. Hawes, J. J. Cornish, Chas. Haas, and W. H. Lewis.

The following is a list of the companies having representatives as members of the organization:

Aachen and Munich.	Mercantile Fire and Marine.
Ætna.	Michigan Commercial.
Agricultural.	Milwaukee Fire.
Albany.	Milwaukee Mechanics.
Alliance Insurance.	Nassau.
American Central.	National, Hartford.
American, N. J.	National, Penn.
Atlas, London.	National Union.
Boston.	Newark Fire, N. J.
British America.	New Hampshire Fire.
Caledonian.	New York Underwriters' Agency.
Caledonian American.	Niagara Fire.
Calumet.	North British and Mercantile.
Citizens, St. Louis.	Northern, London.
City of New York.	Northern New York.
Commercial Union.	North River.
Commonwealth.	Northwestern National.
Concordia.	Norwich Union.
Connecticut.	Old Colony.
Continental.	Orient, Hartford.
County Fire.	Palatine.
Delaware.	Pennsylvania Fire.
Detroit.	Phenix, Brooklyn.
Dixie.	Philadelphia Underwriters.
Dutchess.	Phoenix, London.
Eastern.	Phoenix, Hartford.
Equitable Fire and Marine.	Providence-Washington.
Farmers.	Prussian National.
Fidelity.	Queen, New York.
Fire Association of Philadelphia.	Reliance, Philadelphia.
Fireman's Fund.	Rhode Island.
Franklin Fire, Philadelphia.	Rochester German.
German Alliance.	Royal, Liverpool.
German American.	Royal Exchange.
Germania.	St. Paul Fire and Marine.
Girard.	Scottish Union and National.
German, Penn.	Security, New Haven.
Granite State Fire.	Shawnee.
Glens Falls, New York.	Springfield Fire and Marine.
Hamburg-Bremen.	Spring Garden.
Hanover Fire.	Sun, London.
Hartford Fire.	Svea.
Home, New York.	Teutonia.
India Mutual.	Union, Buffalo.
Ins. Company of North America.	Union, Philadelphia.
Jefferson.	Westchester.
Liverpool and London and Globe.	Western, Canada.
London Assurance.	Western, Penn.
London and Lancashire.	Williamsburg.
Mechanics and Traders, La.	

* The secretary and treasurer is appointed by the executive committee.

The following is a list of the standing committees and the names of the chairman of each.

GENERAL.

<i>Committee.</i>	<i>Chairman.</i>
Chemical Hazards,	W. H. Winkley.
Conference (General),	Geo. Neiley.
Conference (Schedule),	G. T. Forbush.
Devices and Materials,	G. T. Forbush.
Executive,	J. W. Grover.
Factory Improvement,	G. T. Forbush.
Railway and Lighting,	George Neiley.
Scheduled Risks,	C. H. Rice.
Steamboats,	C. F. Hawes.
Summer Hotels,	H. L. Hiscock.

MAINE.

<i>Committee.</i>	<i>Chairman.</i>
Androscoggin Co.,	W. P. Carr.
Arroostook Co.,	M. F. Bartlett.
Cumberland Co.,	H. L. Hiscock.
Franklin Co.,	C. E. North.
Hancock Co.,	C. D. Palmer.
Knox Co.,	A. W. Sewall.
Lincoln Co.,	F. W. Matthews.
North'n Kennebec Co.,	P. F. Turner.
Oxford Co.,	W. P. Carr.
Penobscot Co.,	C. E. North.
Piscataquis Co.,	H. C. Huntress.
Sagadahoc Co.,	M. F. Bartlett.
Somerset Co.,	R. S. Norton.
South'n Kennebec Co.,	F. C. Burrows.
Waldo Co.,	E. S. Anderson.
Washington Co.,	W. H. Hart.
York Co.,	G. E. Macomber.

VERMONT.

Addison, etc., Co's,	W. H. Wart.
Bennington Co.,	W. J. Kelly.
Franklin Co.,	E. B. Bailey.
Lamoille Co.,	W. G. Everett.
Montpelier	W. T. Furness.
Northeastern Vermont,	R. T. Butler.
Orleans Co.,	W. H. Wart.
Rutland Co.,	E. B. Bailey.
Windham Co.,	E. H. Hildreth.
Windsor Co.,	G. McAllister.

MASSACHUSETTS.

Amherst,	H. P. Blood.
Arlington,	G. T. Forbush.
Attleboro,	C. F. Hawes.
Barnstable,	J. B. Cornish.
Beverly,	R. Bennett.
Brockton,	J. W. Grover.
Brookfield,	H. M. Fenton.
Brookline,	P. H. Battilana.
Cambridge,	George Neiley.
Cape Ann,	A. K. Slade, Jr.
Chelsea,	W. B. Neal.
Chicopee,	K. S. Ducayet.
Eastern Hampden,	J. F. Barley.
Everett,	W. H. Winkley.

*Committee.**Chairman.*

Fall River,	W. H. Boutell.
Fitchburg,	W. T. Furness.
Framingham,	W. F. Rice.
Franklin,	E. H. Hildreth.
Haverhill,	W. F. Dearborn.
Hingham,	H. J. Hill.
Holyoke,	W. H. Boutell.
Hudson,	W. A. Lauler.
Hyde Park,	J. J. Downey.
Lawrence,	Geo. Neiley.
Lexington,	C. K. Brooks.
Lowell,	T. H. Dooley.
Lynn,	C. H. Wilkins.
Malden,	W. C. Hill.
Marlboro,	A. B. Fowler.
Martha's Vineyard,	J. J. Cornish.
Middleboro,	A. B. Fowler.
Milford,	F. W. Matthews.
Nantucket,	P. R. Galacar.
Natick,	F. A. Nutt.
New Bedford,	K. S. Ducayet.
Newburyport,	K. S. Ducayet.
Northampton,	K. S. Ducayet.
Northern Berkshire,	J. J. Downey.
Northern Middlesex,	F. W. Mathews.
Pittsfield,	C. D. Palmer.
Plymouth,	A. B. Fowler.
Plymouth Co. (North),	J. J. Cornish.
Provincetown,	J. B. Cornish.
Quincy,	J. F. Barley.
Salem,	W. Adlard.
Somerville,	J. F. Burnside.
Southern Berkshire,	C. D. Palmer.
Springfield,	F. A. Wetherbee.
Stoughton,	C. H. Rice.
Taunton,	J. F. Burnside.
Waltham,	C. E. North.
Ware,	W. A. Lauler.
Westfield,	A. W. Sewall.
West Norfolk,	H. M. Fenton.
Weymouth,	J. Grover.
Woburn,	C. H. Rice.
Worcester,	W. F. Rice.
Worcester Co. (North),	C. H. Rice.
Worcester Co. (South),	W. H. Hellyar.

RHODE ISLAND.

Bristol and Prov. Cos.,	J. W. DeWolf.
Kent Co.,	W. H. Boutell.
Newport,	J. J. Cornish.
Pawtucket,	W. H. Battilana.
Washington Co.,	A. L. Berry.
Woonsocket,	J. J. Downey.

CONNECTICUT.

Branford and Milford,	W. F. Rice.
Bridgeport,	R. B. Ives.
Colchester,	R. Bennett.
Danbury,	J. W. DeWolf.
Danielson,	R. B. Ives.

<i>Committee.</i>	<i>Chairman.</i>	<i>Committee.</i>	<i>Chairman.</i>
Farmington Valley,	G. G. Bulkley.	Norwalk,	J. J. Cornish.
Greenwich,	S. C. Avery.	Norwich,	C. H. Wilkins.
Hartford,	W. F. Rice.	Rockville,	W. B. Cruttenden.
Hartford Co. (North),	E. H. Hildreth.	Southern Middlesex,	C. H. Rice.
Hartford Co. (West),	H. B. Sly.	Stafford Springs,	W. B. Cruttenden.
Housatonic Valley,	W. C. Hill.	Stamford,	J. B. Knox, Jr.
Meriden,	J. J. Cornish.	Stonington,	E. S. Archer.
Middletown,	W. H. Hellyar.	Torrington,	R. B. Ives.
Naugatuck Valley,	A. T. Hatch.	Wallingford,	J. W. DeWolf.
New Britain,	E. H. Hildreth.	Waterbury,	C. D. Palmer.
New Haven,	W. F. Rice.	Willimantic,	Chas. Haas.
New London,	E. S. Archer.	Winsted,	S. C. Avery.

Local boards exist, with few exceptions, in the counties and towns, under the captions of states in the above list. Each board has a local secretary, and there are stamp clerks in the following places: Addison and Chittenden counties, Vermont; Bridgeport, Conn.; Franklin and Grand Isle counties, Vermont; Hartford, Conn.; Lawrence, Mass.; Pittsfield, Mass.; Lowell, Mass.; Brockton, Mass.; Lynn, Mass.; Meriden, Conn.; New Haven, Conn.; Norwich, Conn.; Rutland county, Vermont; Springfield, Mass.; Worcester, Mass.; Androscoggin county, Maine; York county, Maine; Penobscot county, Maine; Waterbury, Conn.; Danbury, Conn.; New London, Conn.; Willimantic, Conn.; Middletown, Conn.; New Britain, Conn.; Norwalk, Conn.; Stamford, Conn.; Greenwich, Conn.; Haverhill, Mass.; Oxford county, Maine; Somerset county, Maine; Hancock county, Maine; Newburyport, Mass.; Cumberland county, Maine; Winsted, Conn., Salem, Mass., and New Bedford, Mass.

NEW ENGLAND MUTUAL LIFE INSURANCE COMPANY was chartered April 1, 1835, and began business December 1, 1843. A guarantee capital of \$100,000 was required under the charter, one-half of the amount to be paid in cash before the commencement of operations. One-fourth of the surplus was to be set apart for the establishment of a fund with which the capital stock might be redeemed at any time after ten years, the assured being authorized to vote on the question. As a matter of fact the capital was eliminated in 1853, and from that time forward the management was purely mutual. The company was the pioneer of life insurance in New England. Judge Willard Phillips, one of the original incorporators, was the first president, and under his administration, says a New York insurance superintendent, "the life policy was popularized in the offices and counting-rooms, banks, workshops, and firesides east of the Hudson; and no bank bill nor state bond was ever more sacredly regarded than the policies underwritten by Judge Phillips." The New England's first policy was issued February 1, 1844, and at the end of the fiscal year, November 30, 1844, the total number of policies outstanding was 340. No non-participating policies were issued. At the end of five years a cash distribution of 20 per cent., equaling nearly one-half of the premium receipts for the year, was declared. Five years later a second dis-

tribution was declared, amounting to 30 per cent., and the third was a 36 per cent. division. These distributions were payable at the option of the policy-holders in cash, or could be used in the reduction of future premiums.

In 1866 the quinquennial system of distributions, as provided for in the charter, was supplanted by the annual method, a general law being passed that year authorizing the change. In 1864 the office of vice-president was created, and Benjamin F. Stevens, who had been the company's secretary practically from the time that it began business, was elected to the position. Judge Phillips retired from the presidency in 1865, and was succeeded by Vice-president Stevens, who remained at the head of the company until his death in 1908. Joseph M. Gibbens was elected secretary at the time of Mr. Stevens' advancement, and retained the position until 1887, when he was elected vice-president. The New England has had only two presidents since its organization, up to 1908. The present officers of the company are: Alfred D. Foster, president; D. F. Appel, vice-president; Jacob A. Barbey, secretary; William F. Davis, and James G. Wildman, assistant secretaries; Herbert B. Dow, actuary; Glover S. Hastings, superintendent of agencies; Edwin W. Dwight, M.D., medical director; Reginald Foster, counsel. The directors are: Warren Sawyer, Alfred D. Foster, Thomas Sherwin, Nathaniel J. Rust, Henry Parkman, Wallace L. Pierce, Reginald Foster, Charles E. Cotting, Gordon Abbott, Philip Stockton.

The total premiums received by the company from its organization until January 1, 1909, amounted to \$138,768,255.84, total receipts from all sources, \$183,461,971.04; total paid to policy-holders, \$109,303,802.02; total payments, \$137,000,065.12. The balance, or net invested assets, amounts to \$46,461,905.92. The premium receipts for 1908 were \$6,455,234.63, and the total income \$8,673,954.73. the payments to policyholders for losses, matured endowments, and surrendered policies in 1908 were \$3,663,370.93; distribution of surplus, \$965,965.50; total payments to policy-holders for the year, \$4,629,336.43. The number of policies in force at the end of the year was 78,537, the amount of insurance being \$184,913,858.

NEW ENGLAND WOMEN'S LIFE UNDERWRITERS' ASSOCIATION was organized at the Parker House, Boston, Mass., November 29, 1898, by a number of women engaged in the life insurance and kindred business. The following officers were elected for the first year: Mrs. M. A. F. Potts of the Mutual Life, president; Mrs. M. V. Perkes of the New York Life, first vice-president; Mrs. Flora A. Barker of the Phoenix Mutual Life, second vice-president; Miss Agnes McGuffy of the Mutual Life, secretary; Miss Frances Van Ballen of the New York Life, treasurer. At the annual meeting held in Boston, in February, 1909, the following officers were elected: President, Mrs. Florence E. Shaal, Equitable Life; vice-president, Miss Lucy M. Morrill, Equitable Life; secretary, Miss Imogene Burnham, Equitable Life; treasurer, Miss Caro F.

Colburne, New York Life, executive committee, Miss Emily A. Ransom, chairman; Mrs. Annie M. F. Sherman, Equitable Life; Mrs. Lisbeth Edwards, Equitable Life; Mrs. H. B. Berthrong, State Mutual, and Mrs. Alice S. Whitcomb, Equitable.

NEW HAMPSHIRE ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized August 2, 1899, and the officers elected were: President, Charles C. Hayes; vice-presidents, George D. Barrett, G. M. Stevens, H. C. Aldrich; secretary, A. J. Tuck; treasurer, L. C. Merrill. The present officers, elected at the annual meeting in December, 1908, are: President, L. C. Eastman; secretary and treasurer, A. S. Bunton.

NEW HAMPSHIRE BOARD OF UNDERWRITERS was organized by New Hampshire companies February 10, 1886, at Concord, N. H. It is a rating and supervising organization. Its presidents have been Oliver Pillsbury, from organization to September, 1886; S. B. Stearns, to March, 1894; A. F. Howard, to 1909. A. F. Howard, president; F. W. Sargeant, vice-president; Samuel C. Eastman, secretary; F. W. Cheney, treasurer. Executive committee, A. F. Howard, chairman; S. C. Eastman, E. G. Leach, Lyman Jackman, O. Morrill, F. W. Sargeant, and George Blanchette.

NEW HAMPSHIRE FIRE INSURANCE COMPANY of Manchester, N. H. Organized in 1869; capital, \$1,100,000. Frank W. Sargeant, president; Frank E. Martin and Lewis W. Crockett, secretaries.

NEW HAMPSHIRE, INSURANCE SUPERVISION IN 1852-1909. The insurance department in New Hampshire was established in 1852. Originally the board consisted of three members, and afterward of two. In 1870 the statute was modified, providing for the appointment of but one commissioner. The incumbents of the office have been:

Uri Lamprey, Warren L. Lane, Charles F. Brooks,	1852—1853
Uri Lamprey, Warren L. Lane, Timothy Hoskins,	1853—1854
Warren L. Lane, Uri Lamprey, Timothy Hoskins,	1854—1855
Warren L. Lane, Timothy Hoskins, John E. Stanyan,	1855—1856
Albert S. Scott, Jacob H. Ela, G. W. Conant,	1856—1857
Albert S. Scott, Jacob H. Ela, Lorenzo Day,	1857—1859
Oliver C. Fisher, Otis F. R. Waite, Benjamin M. Colby,	1859—1862
C. V. Dearborn, G. W. Corant, James Gordon,	1862—1864
James Gordon, F. S. Greenleaf,	1864—1865
F. S. Greenleaf, Joseph Gilman,	1865—1866
Joseph Gilman, E. M. Topliff, John Felch,	1866—1867
E. M. Topliff, John Felch,	1867—1868
John Felch, A. B. Wyatt, Francis Winch,	1868—1869
A. B. Wyatt, Francis Winch,	1869—1870
Oliver Pillsbury (died in office),	1870—1888
Henry H. Huse, (died in office),	1888—1890
John C. Linehan, (died in office),	1890—1905

George H. Adams was appointed to succeed Mr. Linehan and is the present commissioner. The tenure of the office is three years, the appointment being made by the governor and executive council.

NEW HAMPSHIRE LIFE UNDERWRITERS' CLUB was organized at Concord, May 31, 1889. The original officers were: John J. Dillon, president; George A. McKellar of Concord and John D. Chandler of Nashua, vice-presidents; Charles E. Staniels of Concord, secretary; Charles S. Parker of Concord, treasurer. The officers elected at the annual meeting in February, 1909, are: President, Edgar L. Martin; vice-president, R. H. Cheney; secretary and treasurer, Harry S. Holbrook; executive committee, Arthur W. Childs, E. Scott Owen and L. A. Cheever.

NEW JERSEY ASSOCIATION OF FIRE UNDERWRITERS was organized at Trenton, N. J., in May, 1893, by some fifty representatives of fire insurance companies, the purpose, as stated, being "the promotion of harmony in underwriting, the protection of our interests in our several territories, and the securing of united action in such directions as may be required to secure these results." The following officers were elected: R. P. Conlon of Newark, president; R. R. Miller of Camden, vice-president, and Irvin W. Rogers of Trenton, secretary and treasurer. The present officers elected in May, 1909, are: President, John H. Ward, Jersey City; vice-president, Crawford Miller, Camden; secretary and treasurer, S. Merchant Meeker, Elizabeth.

NEW JERSEY, INSURANCE SUPERVISION IN, 1875-1909. Under the general insurance law enacted April 9, 1875, Henry C. Kelsey, secretary of the state, became insurance commissioner *ex officio*, and he had charge of the supervision of the insurance business in the state until April 1, 1891, when the act of February 10, 1891, creating a department of banking and insurance, went into effect. The commissioners of banking and insurance have been as follows:

George B. M. Harvey,	.	.	.	.	.	.	April	1,	1891
George S. Duryea,	.	.	.	.	.	.	June	15,	1891
George Wurts,	.	.	.	.	.	.	October	29,	1896
William Bettie,	.	.	.	.	.	.	March	2,	1897
David O. Watkins,	.	.	.	.	.	.	March		1903

Vivian M. Lewis is the present commissioner, being appointed in March, 1909. Mr. Wurts, upon his appointment as secretary of state, was succeeded by Mr. Bettie in 1897, and Mr. Bettie was reappointed in 1900. Mr. Walking was appointed in 1903 and re-appointed in 1906. The salary of the commissioner is \$4,000 per annum, and his term of office is three years.

NEW JERSEY PLATE GLASS INSURANCE COMPANY, Newark, N. J. Organized 1868; capital, \$200,000. Samuel C.

Hoagland, president; H. C. Hedden, secretary. Assets, December 31, 1908, \$537,502.79; surplus to policy-holders, \$321,574.68; net cash premiums received in 1908, \$344,945.

NEW LONDON COUNTY MUTUAL FIRE INSURANCE COMPANY, Norwich, Conn. Organized 1840. H. H. Gallup, president; F. L. Lathrop, secretary.

NEW MEXICO, INSURANCE SUPERVISION IN. The territorial act of February 18, 1882, required insurance companies to report to the territorial auditor. He is chosen for a term of two years. Trinidad Alarid was auditor from 1882 to 1891, Demetrio Perez from 1891 to 1895, Marcelino Garcia from 1895 to 1899, Luis M. Ortiz from 1899 to 1901, and W. G. Sargent from 1901 to 1905. A separate insurance department was created in 1905 and the superintendent is appointed by the governor for a term of two years at a salary of \$2,400. Pedro Perea was appointed superintendent, but died January 11, 1906, and the present superintendent is Jacobo Chavez.

NEW MEXICO LIFE UNDERWRITERS ASSOCIATION was organized in January, 1909, with the following officers: President, Thomas Seward, Albuquerque; vice-president, E. S. Parker; second vice-president, C. A. Bishop; secretary and treasurer, F. B. Schwentker.

NEW YORK BOARD OF FIRE UNDERWRITERS was organized May 8, 1868. [For an extended history of the New York city associations of fire underwriters from 1819 to the present time and of the present board, see the *Cyclopedia of Insurance* for 1891.] At the annual meeting in May, 1909, the following officers and committeemen were elected:

President, William N. Kremer; vice-president, Henry W. Eaton; secretary and treasurer, A. M. Thorburn; assistant secretary, Charles F. Koster; assistant treasurer, Wilbur F. Bingham.

Committee on Finance, F. O. Affeld, Marshall S. Driggs, George B. Edwards, John H. Kelly, John M. Whiton, A. H. Wray, Thomas A. Ralston.

Committee on Fire Patrol, George B. Edwards, M. J. Ennis, Howard Hampton, J. G. Hilliard, Charles H. Post, E. G. Snow, E. E. Pearce.

Committee on Laws and Legislation, M. O. Brown, George W. Burchell, E. H. A. Correa, U. C. Crosby, W. E. Hutchins, George P. Sheldon, Harold Herrick.

Committee on Losses and Adjustments, Louis P. Bayard, Willard S. Brown, Charles L. Case, J. Montgomery Hare, Harold Herrick, George W. Hoyt, Joseph McCord, Wallace Reid, John M. Talbot, S. R. Weed, A. H. Wray.

Committee on Surveys, Frederick H. Crum, Howard Hampton, J. F. Hastings, Frank Lock, C. F. Shallcross, F. H. Way, W. L. Perrin.

Committee on Electricity, James A. Alexander, N. S. Bartow, R. C. Christopher, George Ingraham, Joseph McCord, S. R. Weed, A. D. Irving.

The following is a tabulated list of the officers of the New York Board of Fire Insurance Companies from its organization in 1858 to 1867, and of the New York Board of Fire Underwriters from that date to the present time:

Years.	Presidents.	Vice-Presidents.	Secretaries.
1858.....	Joseph Walker.	George C. Satterlee.	John Milton Smith.
1859.....	Joseph Walker.	George C. Satterlee.	William F. Underhill.
1860.....	George S. Fox.	George C. Satterlee.	William F. Underhill.
1861.....	George S. Fox.	George C. Satterlee.	William F. Underhill.
1862.....	Richard J. Thorn.	Jonathan D. Steele.	William F. Underhill.
1863.....	Jonathan D. Steele.	George T. Hope.	William F. Underhill.
1864.....	George T. Hope.	James M. McLean.	Robert D. Hart.
1865.....	George T. Hope.	James M. McLean.	Robert D. Hart.
1866.....	James M. McLean.	Edgar W. Crowell.	Frank W. Ballard.
1867.....	James M. McLean.	Edgar W. Crowell.	William W. Henshaw.
1868.....	James M. McLean.	Henry A. Oakley.	William W. Henshaw.
1869.....	Henry A. Oakley.	George W. Savage.	William W. Henshaw.
1870.....	Henry A. Oakley.	George W. Savage.	William W. Henshaw.
1871.....	George W. Savage.	Rudolph Garrigue.	William W. Henshaw.
1872.....	George W. Savage.	Rudolph Garrigue.	William W. Henshaw.
1873.....	Rudolph Garrigue.	Edgar W. Crowell.	William W. Henshaw.
1874.....	Edward W. Crowell.	Daniel A. Heald.	William W. Henshaw.
1875.....	Edward W. Crowell.	Daniel A. Heald.	William W. Henshaw.
1876.....	Daniel A. Heald.	Edward A. Walton.	William W. Henshaw.
1877.....	Daniel A. Heald.	Edward A. Walton.	William W. Henshaw.
1878.....	Edward A. Walton.	Thos. F. Jeremiah.	William W. Henshaw.
1879.....	Edward A. Walton.	Thos. F. Jeremiah.	William W. Henshaw.
1880.....	Thos. F. Jeremiah.	Peter Notman.	William W. Henshaw.
1881.....	Thos. F. Jeremiah.	Peter Notman.	William W. Henshaw.
1882.....	Peter Notman.	Nicholas C. Miller.	William W. Henshaw.
1883.....	Peter Notman.	Nicholas C. Miller.	William W. Henshaw.
1884.....	Nicholas C. Miller.	Henry H. Hall.	William W. Henshaw.
1885.....	Nicholas C. Miller.	Henry H. Hall.	William W. Henshaw.
1886.....	Henry H. Hall.	George M. Coit.	William W. Henshaw.
1887.....	Henry H. Hall.	George M. Coit.	William W. Henshaw.
1888.....	George M. Coit.	Samuel P. Blagden.	William W. Henshaw.
1889.....	George M. Coit.	Samuel P. Blagden.	William W. Henshaw.
1890.....	Samuel P. Blagden.	Elijah R. Kennedy.	William W. Henshaw.
1891.....	Samuel P. Blagden.	Elijah R. Kennedy.	William W. Henshaw.
1892.....	Elijah R. Kennedy.	John H. Washburn.	W. De L. Boughton.
1893.....	Elijah R. Kennedy.	John H. Washburn.	W. De L. Boughton.
1894.....	John H. Washburn.	Mason A. Stone.	W. De L. Boughton.
1895.....	John H. Washburn.	Mason A. Stone.	A. M. Thorburn.
1896.....	Edward F. Beddall.	J. Montgomery Hare.	A. M. Thorburn.
1897.....	Edward F. Beddall.	J. Montgomery Hare.	A. M. Thorburn.
1898.....	J. Montgomery Hare.	John M. Whiton.	A. M. Thorburn.
1899.....	J. Montgomery Hare.	John M. Whiton.	A. M. Thorburn.
1900.....	John M. Whiton.	Marshall S. Driggs.	A. M. Thorburn.
1901.....	John M. Whiton.	Marshall S. Driggs.	A. M. Thorburn.
1902.....	Marshall S. Driggs.	Benoni Lockwood.	A. M. Thorburn.
1903.....	Marshall S. Driggs.	Benoni Lockwood.	A. M. Thorburn.
1904.....	Benoni Lockwood.	W. W. Underhill.	A. M. Thorburn.
1905.....	Benoni Lockwood.	W. W. Underhill.	A. M. Thorburn.
1906.....	Alexander H. Wray.	George W. Burchell.	A. M. Thorburn.
1907.....	George W. Babb.	George C. Howe.	A. M. Thorburn.
1908.....	William N. Kremer.	Henry W. Eaton.	A. M. Thorburn.

The treasurers of the board have been: Charles H. Birney, 1858-1866; Martin L. Crowell, 1867; Marcus F. Hodges, 1868-1881; Martin L. Crowell, 1882-1883; Wm. A. Anderson, 1884-1888; William M. St. John, 1889-1890; Lindley Murray, Jr., 1890-1906; A. M. Thorburn, 1907-1908.

NEW YORK CASUALTY COMPANY, New York. Organized 1886. William T. Roberts, president; H. V. Hucker, secretary.

NEW YORK FIRE INSURANCE EXCHANGE. [For an account of the causes which led to the organization of this body, March 8, 1899, and for the full text of the agreement upon which it was based, see the *Cyclopedia of Insurance* for 1898-99.] The present officers of the Exchange, who were elected at the annual meeting in March, 1900, are as follows: President, Charles L. Case, manager London Assurance; vice-president, R. Emory Warfield, president Hanover Fire; secretary and treasurer, A. M. Thorburn, Sun Insurance Office.

The manager of the Exchange is Henry E. Hess, who assumed the duties of his office June 1, 1899.

NEW YORK FIRE PATROL. The present effective organization known as the New York Fire Patrol was created by the New York Board of Fire Underwriters under the authority of the charter granted to the board by the legislature in 1867, but it was preceded by organizations having substantially the same purposes as far back as thirty-two years. In 1835 the Association of Fire Insurance Companies employed four men whose duty it was to attend all fires and protect the interests of fire underwriters by preserving property exposed to fire and damage by water. They received a salary of \$250 per annum each. In 1839 the association employed forty men as a fire police in the mercantile district. The men were firemen or ex-firemen, and wore red fire caps. They gave the alarm to each other by means of whistles and rattles. The first covers for the protection of merchandise from water were used in 1845. George T. Hope was chairman of the fire patrol committee in 1853, and was instrumental in the preparation of the first code of rules placed in the hands of every member of the force. A second patrol company was organized in 1855, and a third in 1867.

In 1867 the New York Board of Fire Underwriters was chartered by an act of the legislature, by which power was granted this corporation "to provide a patrol of men and a competent person to act as superintendent to discover and prevent fires, with suitable apparatus to save and to preserve property or life at and after a fire; and the better to enable them so to act with promptness and efficiency full power is given to such superintendent and to such patrol to enter any building on fire or which may be exposed to or in danger of taking fire from other burning buildings, to at once proceed and protect and endeavor to save the property therein, and to remove such property, or any part thereof, from the ruins after a fire." By the same act every fire insurance company doing business in the city, whether a member of the board or not, was compelled to pay a per centum tax upon its premium income within the city limits for the support of the fire patrol, which heretofore had been supported by voluntary contributions.

The patrol was and continues to be under the government of the committee on fire patrol of the board, elected annually. In 1876 fire patrol No. 4, in 1893 fire patrol No. 5, in 1901 fire patrol

No. 6, and in 1906 fire patrol No. 7 were put in operation. Each command is supplied with two wagons and five horses; also portable fire extinguishers, oiled canvas covers, axes, and other necessary implements, with a code of signals, telegraph, etc. In addition it has a steam fire engine and two powerful hand pumps for draining water from cellars. The force consists of 169 men, composed of a superintendent, officers, and men, of whom 60 are auxiliary or call-men. The locations of the six companies are as follows: Patrol No. 1, No. 41 Murray Street; patrol No. 2, No. 84 West Third Street; patrol No. 3, No. 240 West Thirtieth Street; patrol No. 4, No. 113 East Ninetieth Street; patrol No. 5, No. 307 West 121st Street, patrol No. 6, No. 838 Cortlandt Avenue; patrol No. 7, No. 133 Norfolk Street. The whole force is under the immediate command of Superintendent Frederick S. Groves.

The committee on fire patrol elected at the last annual meeting of the board, in May, 1909, is as follows: M. J. Ennis, Charles H. Post, E. G. Snow, George B. Edwards, E. E. Pearce, J. G. Hilliard; *ex officio* members: Wm. N. Kremer, president, Henry W. Eaton, vice-president; and Alfred M. Thorburn, treasurer, respectively of the New York Board of Fire Underwriters.

NEW YORK INSURANCE ASSOCIATION of New York. Organized in 1892. Daniel Woodcock & Co., attorneys.

NEW YORK LIFE INSURANCE COMPANY, THE. Organized 1845. Darwin P. Kingsley, president; John C. McCall, and Seymour M. Ballard, secretaries.

NEW YORK LIFE UNDERWRITERS' ASSOCIATION. [See Life Underwriters' Association of New York.]

NEW YORK PLATE GLASS INSURANCE COMPANY, New York. Organized 1891; capital, \$200,000. Major A. White, president; J. Carroll French, secretary.

NEW YORK STATE ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized by representatives of local boards in the state of New York, outside the metropolitan district, at a meeting held at Syracuse March 22, 1893. The first title adopted was "New York State Association of Local Boards of Fire Underwriters." The present title was adopted at the annual meeting in 1897. The constitution states the purpose of the association to be the "promotion of harmony in underwriting, the protection of our interests, and those of our companies in our several territories, and the securing of united action in such direction as may be required to obtain these results." The officers chosen at this meeting were: M. G. Thompson of Utica, president; James E. Reed of Warsaw, C. T. Goodrich of Newburgh, and H. B. Boss of Binghamton, vice-presidents; William T. Ford of Cohoes, secretary; John L. Getman of Gloversville, treasurer. The present officers of the board, who were elected at the annual meeting held

in June, 1909, are: President, Frederick W. Swan, Elmira; vice-presidents, J. C. Wilbur, Troy; L. G. Morgan, Buffalo; G. H. Russell, Albany; William E. Richards, Utica; Gilbert T. Amsden, Rochester, and J. V. Baker, Gouverneur; secretary and treasurer, Glenn H. Johnson, Syracuse.

NEW YORK STATE ASSOCIATION OF SUPERVISING AND ADJUSTING FIRE INSURANCE AGENTS was organized at Syracuse, N. Y., July 23, 1872, under the name of the New York State Board of Supervising and Adjusting Fire Insurance Agents. The first officers were: Thomas P. Stowell, president; Charles R. Knowles, first vice-president; C. F. Paige, second vice-president; A. J. Woodworth, secretary and treasurer; Messrs. C. B. Whiting, John Marr, Samuel L. Talcott, J. N. Dunham, J. G. Welch, Clinton F. Paige, and D. C. Osman, executive committee. The first annual meeting of the association was held in New York city July 15, 1873. Clinton F. Paige was elected president, and L. L. Barney, secretary and treasurer. December 5, 1873, pursuant to a call issued by General Agent Montgomery, the members of the New York, Pennsylvania, and New Jersey state boards met in New York city to consider a project for the consolidation of these organizations under the title of "The Atlantic Board Auxiliary to the National Board of Fire Underwriters." A resolution in favor of this idea had been adopted at the meeting of the national board executive committee in Philadelphia during the prior month. The opposition to the scheme, however, proved of a decisive character in the state boards concerned, the New York representatives voting it down by an overwhelming majority.

July 15, 1874, the annual meeting of the association was held at Syracuse. At this meeting a memorandum was adopted, 16 to 1, that it was expedient to reorganize the board upon a new basis, but not as an auxiliary to the national board. A new constitution and by-laws and the present title were adopted, and the officers elected were: A. Newton Locke, president; J. H. Van Buren, vice-president; Alfred Rowell, secretary and treasurer; C. B. Whiting, Charles R. Knowles, A. J. Woodworth, Clinton F. Paige, and E. T. Atwood, executive committee. The organization is continued as a social body, and a promoter of the best interests of fire insurance, but the supervision and making of rates are relegated to the Underwriters' Association of the State of New York.

The present officers and executive committee of the New York State Association of Supervising and Adjusting Fire Insurance Agents, elected at the thirty-seventh annual meeting held July 12, 1909, at Frontenac, N. Y., are: President, Joseph M. Donald, German-American; vice-president, A. E. H. Hornbostel; secretary and treasurer, Frank J. Sullivan; executive committee: Henry J. Morgan, chairman; W. W. Lennox, J. M. Carothers, F. S. Tyler, A. G. Martin, C. W. Phelps, F. E. Burke, Frank E. Tyler and J. A. Jordan.

NEW YORK STATE, INSURANCE SUPERVISION IN, 1859-1909. Prior to 1859 the comptroller of New York state was charged with the duties of insurance supervision. The first reports were made in 1831, being from local companies. In 1848 there were twenty-two insurance companies in the state exempt by charter from making returns to the comptroller. It was not until 1849 that companies from other states and foreign countries were required to make annual or other statements, except of premiums received, which were subject to state taxation. In 1853 all insurance companies were required under law, for the first time, to make and file annual statements of their condition and affairs. The present insurance department was established under act of April 15, 1859, which became operative January 1, 1860. The superintendents of insurance have been:

William Barnes,	January 12, 1860—February 5, 1870
George W. Miller,	February 6, 1870—May 13, 1872
George B. Church,	May 14, 1872—November 28, 1872
Orlow W. Chapman,	November 29, 1872—January 31, 1876
William Smyth,	February 1, 1876—February 24, 1877
John F. Smyth,	February 25, 1877—April 27, 1880
Charles G. Fairman,	April 28, 1880—April 22, 1883
John A. McCall,	April 23, 1883—December 31, 1885
Robert A. Maxwell,	January 1, 1886—February 18, 1891
James F. Pierce,	February 19, 1891—February 11, 1897
Louis F. Payn,	February 11, 1897—February 12, 1900
Francis Hendricks,	February 12, 1900—May 18, 1906
Otto Kelsey,	May, 1906—December, 1908

William H. Hotchkiss is the present commissioner appointed in February, 1909. The official term is three years, and the annual salary \$7,000. Henry D. Appleton is deputy superintendent, and Charles S. Fowler, second deputy superintendent.

NEW YORK STATE, UNDERWRITERS' ASSOCIATION OF. [See Underwriters' Association of the State of New York.]

NEW YORK UNDERWRITERS AGENCY, THE, was established by Alexander Stoddart January 1, 1864, to transact the agency business of certain fire insurance companies. These were succeeded on January 1, 1894, by the Hartford Fire Insurance Company, under a permanent arrangement whereby the policies of the New York Underwriters' Agency are guaranteed by the Hartford. The New York Underwriters Agency does business throughout the whole United States and Canada, and its management, agency plant, and lines remain entirely separate and distinct from those of the Hartford. It is under the management of A. & J. H. Stoddart, general agents, No. 100 William street, New York.

NEW ZEALAND INSURANCE COMPANY, Limited, Auckland, N. Z., began business on the Pacific Coast in 1875, to which territory it confines its business. Clinton Folger and W. M. Speyer, managers, San Francisco.

NIAGARA FIRE INSURANCE COMPANY, THE, New York. Organized 1850; capital, \$750,000. Harold Herrick, president; George W. Dewey, secretary.

NICHOLS, JAMES, president of the National Fire Insurance Company of Hartford, is a native of Fairfield county, Connecticut. He studied law, and was admitted to the bar in 1854, and, removing to Hartford to practice, was appointed clerk of the County Court. In 1861 he was elected judge of probate for the Hartford district, filling two terms—last expiring in 1864. While continuing the practice of law he was, in 1867, offered and accepted the position of general agent, and later, secretary of the Merchant's Insurance Company of Hartford, which was subsequently destroyed by the Chicago fire. With Mark Howard, in 1871, he founded the National and was elected its secretary. He succeeded Mr. Howard as president in 1887. Judge Nichols is president of the Mechanics and Traders Insurance Company of New Orleans, La., vice-president of the Charter Oak National Bank, trustee for the Society for Savings, a director of the Phoenix Mutual Life Insurance Company, and of the Pratt & Cady Company, all of Hartford.

NICHOLS, WALTER SMITH, actuary, insurance journalist, and author, was born at Newark, N. J., November 23, 1841, being a descendant of one of the original settlers of that city. He was graduated from Princeton College in 1863, and studied law with Justice Bradley of the United States Supreme Court. Mr. Nichols has been associate editor of the *Insurance Monitor* since 1868, and editor-in-chief since the death of C. C. Hine in 1897; also editor of the *Insurance Law Journal* since 1875, and is vice-president of the C. C. Hine's Sons Company. He was actuary of the late United States Industrial Insurance Company of Newark from 1891, and secretary of the same from 1894, is author of "Hine and Nichols on Assignments," "Hine and Nichols' Digest of Insurance Decisions," and other works on insurance law, a fellow of the Actuarial Society of America and of the American Association for the Advancement of Science, and member of the American Mathematical Society, a director of the Newark Fire Insurance Company, consulting actuary and director of several financial corporations, and fills other positions of trust in his native city.

NOLAN, JOHN H., general agent, in Chicago, of the Travelers Insurance Company of Hartford, was born of Irish parents at New Haven, Conn., May 10, 1841. After a common school education he became a drug clerk, and, with the exception of three years in the army during the war as hospital steward of the Twentieth Regiment of Connecticut Infantry, was in the drug business until 1870. In the spring of that year he began with the Travelers at New Haven, and has continued in the service of that company to the present time. In 1871 he went to Chicago for the company, and soon after took charge of the general agency of the department, succeeding General Julius White. Mr. Nolan has been secre-

tary and president of the Life Underwriters' Association of Chicago and vice-president of the Kenwood Club, and is a member of several of the leading political and social clubs of the western metropolis.

NON-CONCURRENT POLICIES. [See Policies, Non-Concurrent.]

NON-FORFEITURE LIFE INSURANCE LAWS. There was no successful non-forfeiture legislation in 1896 to 1905, except a slight change in Missouri, although bills appeared in the Kansas, Maryland, Michigan, Nebraska, New York, Ohio, Pennsylvania, and Washington legislatures, that in the first being a proposed amendment. [For account of legislation from 1892 to 1895, see Cyclopaedia for 1894-5.]

HISTORY OF NON-FORFEITURE LEGISLATION.

The first law of this kind was brought before the legislature of Massachusetts in 1859 by Elizur Wright, then one of the insurance commissioners of that state, and in 1861 the law was passed. It provided that policies of life insurance should not be forfeited for non-payment of premiums, but that eighty per cent. of the reserve at the time of the failure to pay any premium should be used as a single net premium for term insurance. In 1880 this law was changed by the legislature so as to compel surrender values to be paid in cash where insurable interest had ceased, and in other cases used to purchase paid-up insurance, to be paid at the same time as the original policy. This law only applied after two full annual premiums had been paid. In the revision of 1887 the law was again changed. The first law applied to all policies issued between the ninth day of May, 1861, and the first day of January, 1881. The second applied to all policies issued between January 1, 1881, and April 21, 1887.

California passed a law in 1872, amended 1880; Maine in 1877, amended 1887; Michigan in 1869, amended 1881; Missouri in 1879, amended 1903; New York in 1879, amended in 1892 and 1906; New Jersey in 1895; New Hampshire 1897; Colorado 1907 and Louisiana 1906. [For full text of laws see Cyclopaedia for 1907-1908, and earlier volumes.]

Up to 1906 the above were all the laws regulating the forfeiture of life insurance policies in force, and the practice of companies makes such legislation unnecessary. However, such laws were enacted in Louisiana in 1906 and the New York law was amended, and in 1907 Colorado enacted such a law.

In addition to the above, legislation has been enacted in several states since 1906, prescribing standard provisions to be contained in policies of life insurance, and among the prescribed provisions is one against forfeiture. (See Policy Forms and Laws.)

NORFOLK FIRE INSURANCE COMPANY, Norfolk, Va. Organized 1905; capital, \$103,850. C. M. Barnett, president; E. P. Crockett, secretary.

NORFOLK MUTUAL FIRE INSURANCE COMPANY, Dedham, Mass. Organized 1825. Theodore T. Marsh, secretary.

NORTH AMERICAN ACCIDENT INSURANCE COMPANY of Chicago. Organized 1886; reincorporated in 1899 as a stock company; capital, \$200,000. E. C. Waller, president; A. E. Forrest, secretary and general manager.

NORTH AMERICAN LIFE ASSURANCE COMPANY OF CANADA, Toronto, Canada. Organized 1881; entered the United States in 1899. John L. Blaikie, president; W. B. Taylor, secretary.

NORTH AMERICAN LIFE INSURANCE COMPANY of Newark. Organized 1907; capital, \$265,000. Lee B. Durstine, president; Francis E. Stevens, secretary.

NORTH BRITISH AND MERCANTILE INSURANCE COMPANY of Edinburgh and London had its beginning in the North British of Edinburgh, founded in 1809 to do a fire insurance business. A life insurance department was added in 1823. Mr. Bostwick was the first manager, and he was succeeded by David Smith, a "writer to the Signet," a man of great ability and untiring energy. In 1861, after the great Tooley Street fire in London, a new fire company was established in that city, by prominent merchants, under the name of the Mercantile Insurance Company, which at once took a strong position. In 1862 the two companies agreed to amalgamate, establishing a general court of directors, divided into two sections, with chief officers in Edinburgh and London, the latter giving special attention to the large foreign connections; for the company has agencies and branches over the entire world.

The present subscribed capital of the company is £2,750,000, and the cash capital, £1,212,500. The fire funds at the close of 1908 amounted to £4,330,252, and total assets to about £20,000,000.

The company entered the United States August 16, 1866. Ezra White, an experienced underwriter, was selected as manager, and his son, Charles E. White, as assistant manager. The head office of the company was at 74 Wall Street, and its first local board of directors was composed of Charles H. Dabney, chairman; Solon Humphreys, Aymar Cater, David Dows, Egisto P. Fabbri, Simeon B. Chittenden, and Shepard Gandy.

The present United States Branch Management is as follows: E. G. Richards, manager; J. F. Hastings, assistant manager and the following gentlemen form its board of directors in New York: B. Aymar Sands (Bowers & Sands), chairman; Geo. W. Crossman, Esq. (Crossman & Sielcken); Adrian Iselin, Jr., Esq. (A. Iselin & Co.); A. D. Juilliard, Esq. (A. D. Juilliard & Co.); James Stillman, Esq. (Prest. Nat'l City Bank); Wm. Pierson Hamilton, Esq. (J. P. Morgan & Co.); James Speyer, Esq. (Speyer & Co.); Chas. S. Brown, Esq. (Douglas Robinson, Chas. S. Brown & Co.); Geo. C. Boldt, (Waldorf-Astoria.).

The business in the United States is confined to fire underwriting. In the forty-two years that the company has transacted business in the United States it has paid therein in fire losses over \$54,528,403. It was involved to the extent of \$2,330,000 in the Chicago fire of 1871; \$742,067.56 in the Boston fire of 1872; \$792,333.24 in the Baltimore fire of 1904, and in San Francisco, \$3,196,603, all of which losses were promptly met by funds from the home office. Its losses in the Jacksonville conflagration in 1901, amounting to \$148,924.40, were paid from its United States funds, making a total of \$7,209,928 paid for losses by the foregoing conflagrations; thus establishing the character and strength of the company firmly in the minds of the American people.

NORTH BRITISH AND MERCANTILE INSURANCE COMPANY of New York. Organized 1897; capital, \$200,000; assets, January 1, 1909, \$1,238,231.67. E. G. Richards, president; J. F. Hastings, vice-president and secretary.

NORTH CAROLINA ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized in September, 1899, with the following officers: J. H. Southgate, president; Walker Taylor, C. T. Rawle, A. B. Dangerfield, vice-presidents; Jacob Battle, Rocky Mount, secretary and treasurer. At the annual meeting held at Rocky Mount in July, 1908, officers were elected as follows: President, R. W. Murray, Greensboro; vice-president, R. W. Strachan, second vice-president, J. Van B. Metts; secretary and treasurer, J. M. Harrell, High Point; executive committee: Walker Taylor, Wilmington, chairman; W. J. Griswold, Herbert A. White, Francis Womack, and R. L. Huffines.

NORTH CAROLINA HOME INSURANCE COMPANY, Raleigh, N. C. Organized 1868; capital, \$126,400. R. H. Battle, president; George P. Folk, secretary.

NORTH CAROLINA, INSURANCE SUPERVISION IN, 1874-1909. The secretary of state was originally the supervisor of insurance interests in North Carolina, under general statutes of 1874-75. He was elected by the people for a term of four years. The secretaries have been:

W. H. Howerton,	.	.	.	.	.	Jan., 1874—Jan., 1877
J. A. Englehard,	.	.	.	.	.	Jan., 1877—Jan., 1879
Wm. L. Saunders,,	.	.	.	.	.	Jan., 1879—April, 1891
Octavius Coke,	.	.	.	.	.	April, 1891—Aug., 1895
C. M. Cook,	.	.	.	.	.	Aug., 1895—Jan., 1897
Cyrus Thompson,	.	.	.	.	.	Jan., 1897—Feb., 1899

In February, 1899, the legislature created a distinct state department of insurance, and elected James R. Young insurance commissioner for a preliminary term of two years. He was re-elected by the people in 1901 and 1904 for the regular term of four years.

NORTH DAKOTA, INSURANCE SUPERVISION IN, 1883-1909. The office of commissioner of insurance in North Dakota

was created by the constitutional convention, the provision therefor being made effective by act approved December 4, 1890. The commissioner is elected by the people for a term of two years. In case of a vacancy by reason of death or otherwise, the governor is required to appoint "by and with the approval of the senate, if in session."

Prior to April 6, 1883, all insurance business was done through the office of the territorial secretary. The supervising officers since that date have been:

George L. Ordway, auditor,	April 6, 1883—March 11, 1885
E. W. Cadwell, auditor,	March 11, 1885—Feb. 18, 1887
James A. Ward, auditor,	Feb. 18, 1887—April 1, 1889
J. C. McManima, auditor,	April 1, 1889—Nov. 4, 1889
A. L. Carey, commissioner of insurance,	Nov. 4, 1889—Feb. 5, 1893
James Cudhie, commissioner of insurance,	Feb. 5, 1893—Feb. 5, 1895
Frederick B. Fancher, com. of insurance,	Feb. 5, 1895—Nov. 15, 1898
George W. Harrison, com. of insurance,	Nov. 15, 1898—Nov. 13, 1900

Mr. Fancher was re-elected for the term 1897-1899, but resigned in November, 1898, upon being elected governor of the state, and Mr. Harrison succeeded him. He was succeeded by Ferdinand Leutz. The present commissioner is E. C. Cooper, who was appointed in 1904. H. E. Miller is deputy commissioner.

NORTHERN ASSURANCE COMPANY of London, England. Organized 1836. Entered the United States in 1876. George W. Babb, general attorney in the United States.

NORTHERN INDIANA LIFE UNDERWRITERS' ASSOCIATION was organized in September, 1904, and Clark Fairbank was elected president, and J. E. Beahler, secretary. The present officers, elected at the annual meeting held in Fort Wayne in April, 1908, are: President, Charles W. Orr; vice-president, William P. Cooper; secretary, J. F. Conway; treasurer, Jesse L. Scott; executive committee: C. W. Orr, Jesse L. Scott, D. C. Fitch, H. B. Hunt and William M. Leedy. The above are the present officers.

NORTHERN INSURANCE COMPANY of New York. Organized 1897; capital, \$350,000. L. N. Lovell, president; James Marshall, secretary.

NORTH, JOHN C., ex-president of the National Association of Local Agents, is a native of New Haven, Conn., where he was born August 26, 1850. He was educated in the Hopkins Grammar School and Russell's Military School of his native city, and began his insurance career in his father's office in 1869. He has served as a member of the New Haven Common Council and president of that body. He organized the Connecticut State Association of Local Fire Insurance Agents, and was elected its first president in 1899. He was elected president of the National Association of Local Agents at the annual meeting in Hartford, Conn., in 1903. Mr. North, for many years acted as general agent for the state of

Connecticut for the Atlas Assurance Company of England, and adjuster of fire losses for several of the Hartford companies. He is at present State Agent of The Empire State Surety Company of New York. His local agency at New Haven is one of the oldest established agencies in New England, representing a large number of leading Fire Insurance Companies.

NORTH RIVER INSURANCE COMPANY, New York city. Organized 1822; capital, \$350,000. William E. Hutchins, president; F. H. Crum, vice-president and secretary.

NORTHWESTERN FIRE AND MARINE INSURANCE COMPANY, Minneapolis, Minn. Organized in 1899 under the laws of North Dakota, and reorganized under Minnesota laws in 1906; capital, \$200,000. Walter C. Leach, president; W. A. Laidlaw, secretary.

NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY'S AGENTS' ASSOCIATION held its thirty-third annual meeting at Milwaukee, Wis., in July, 1909, and elected the following officers: President, W. J. Fischer, St. Louis; vice-president, Robert R. Reid, New York; secretary and treasurer, Russell W. Fish, Milwaukee.

NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, THE, of Milwaukee, Wisconsin, was incorporated March 2, 1857, under the name of "The Mutual Life Insurance Company of the State of Wisconsin."

In January, 1865, the name of the Company was changed by legislative enactment to its present form. Insurance is effected only on the lives of carefully selected males residing in the healthful portions of the United States, resulting in a very favorable mortality experience. In 1870, the Company adopted the Actuaries' four per cent. reserve basis, changing to the American Experience three per cent. basis January 31st, 1899. On January 1, 1909, the assets of the Company were \$248,025,219.88 and there were 382,338 policies in force in the sum of \$944,576,618.

The officers and official staff of the Company are: Geo. C. Markham, president; J. W. Skinner, vice-president; P. R. Sanborn, second vice-president; Geo. H. Noyes, counsel; Chas. A. Loveland, actuary; H. F. Norris, superintendent of agencies; J. W. Fisher, M.D., medical director; J. C. Crawford, associate actuary; George E. Copeland, assistant superintendent of agencies; A. S. Hathaway, secretary; E. D. Jones, assistant secretary; T. J. Knox, second assistant secretary; W. R. Adams, auditor; Joseph R. Dyer, assistant counsel; Wm. R. Nethercut, second assistant counsel; Frank C. Hemsing, assistant actuary; Percy H. Evans, second assistant superintendent of agencies; George A. Harlow, M.D., assistant medical director; Wm. Thorndike, M.D., second assistant medical director; D. E. W. Wenstrand, M.D., third assistant medical director; J. W. DuFour, cashier.

NORTHWESTERN NATIONAL INSURANCE COMPANY, Milwaukee, Wis. Organized 1869; capital, \$1,000,000.00. Wilford M. Patton, president; Alfred F. James, vice-president; William D. Reed, second vice-president; Joseph Huebl, secretary. Lubin M. Stewart, assistant secretary.

NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY, Minneapolis, Minn. Organized 1885. Leonard K. Thompson, president; Robert E. Esterly, secretary.

NORTHWESTERN UNDERWRITERS' AGENCY, Milwaukee, Wis. Policies guaranteed by the Northwestern National Insurance Company of Milwaukee. John B. Faatz, manager.

NORTHWEST, FIRE UNDERWRITERS' ASSOCIATION OF THE. [See Fire Underwriters' Association of the Northwest.]

NORWICH AND LONDON ACCIDENT INSURANCE ASSOCIATION, Norwich, England. The company re-insured its United States business with United States Casualty and withdrew from the United States in January, 1909.

NORWICH UNION FIRE INSURANCE SOCIETY, Limited. This society was established in 1797 at the old city of Norwich, England. Its prime mover was Thomas Bignold, grandfather and great-grandfather, respectively, of the late secretary, Col. C. E. Bignold, and present general manager and secretary, C. A. Bathurst Bignold. He remained secretary of the society until 1818, when the secretaryship reverted to his son, then Mr., afterward Sir, Samuel Bignold, who was in turn succeeded in 1875 by the late Colonel Bignold above mentioned.

It was organized upon the mutual plan and was known as the Union Fire Office, situated on the Gentleman's Walk, until 1821, when it was reorganized, taking over the business of the Norwich General Assurance Office, a stock company organized in 1792 by the same Thomas Bignold, who left it in 1797 to organize the Union Fire Office. It was at this time the present title, Norwich Union Fire Insurance Society, was adopted. The reorganization was effected upon a part proprietary and part mutual basis under a thirty-year partnership, and a capital subscribed of £550,000, of which only £66,000 was paid in. This partnership was renewed in 1851 for thirty-years more upon the same basis; but in 1879, under an act of Parliament known as "The Norwich Union Fire Insurance Society's Act 1879," the society was again reorganized as a stock company solely, and the capital increased to £1,100,000 and the paid-up value increased from the reserve fund to £132,000. The term of its existence was also extended to 1,000 years from 1881.

Its officers are: Chairman, Maj. Frank Astley Cubitt; vice-chairman, George Hustler Tuck; general manager and secretary, C. A. Bathurst Bignold; sub-manager, John Large; assistant secretary, Wm. Perowne Abel.

The society entered the United States in 1877.

It does business in all the states and territories of the Union, excepting Arkansas, Tennessee and Delaware.

Its head office for the United States, is at 59 John Street, New York; J. Montgomery Hare, manager; William Hare, assistant manager; J. F. VanRiper, branch secretary; J. H. Burger, superintendent of agencies.

Trustees of the funds in the United States are: Anson W. Hard, of Messrs. Hard & Rand; W. Emlin Roosevelt, of Messrs. Roosevelt & Son, and James A. Scrymser, pres't Central & L. Am. Tel. Co.

Its Pacific coast department is managed by W. H. Lowden, 558 Sacramento street, San Francisco, Cal.

The society also does business in the Dominion of Canada, where it is represented by John B. Laidlaw, manager, Toronto.

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OBITUARIES FOR 1908. [See Death Roll.]

OCEAN ACCIDENT AND GUARANTEE CORPORATION (Limited) of London, England. Oscar Ising, general manager, United States branch.

OCEAN MARINE INSURANCE COMPANY, London, Eng. W. L. H. Simpson, manager, New York.

OFFENHAUSER, FREDERICK WILLIAM, president of the National Association of Local Fire Insurance Agents, Texarkana, Texas, is a native of Ohio, and was born at Chillicothe, of German parentage, August 2, 1861. He was educated in the public schools of Shelbyville, Ill., and at the age of eighteen removed to Texarkana, where he found employment in a dry goods store, and a year later began his insurance career in a local agency. He is a director in various business corporations, and was elected president of the National Association of Local Agents at its annual meeting in 1907.

OFFICIAL CHANGES IN INSURANCE COMPANIES IN 1908. The official changes in 1908 were as follows:

FIRE INSURANCE COMPANIES.

American of Newark—C. Weston Bailey elected secretary, succeeding James H. Worden, resigned; Frederick Hoadley elected assistant secretary.
 American Central of St. Louis—E. T. Campbell elected president, succeeding George T. Cram, deceased.
 Anchor Fire of Des Moines—J. S. Clark elected president; G. A. Holland, vice-president; L. E. Ellis, secretary.
 Blue Ridge Fire of Blue Ridge, Ga. (New)—John H. Carter elected president; F. E. Conley, vice-president; H. P. Mulkey, secretary.
 California of San Francisco—W. F. Dean elected president, succeeding M. A. Newell, deceased.
 Citizens of St. Louis—Charles E. Chase elected president; R. M. Bissell and J. H. Carr, vice-presidents; Thomas H. Scott, secretary, W. H. Farrar, assistant secretary.
 Commonwealth of New York—James F. Joseph elected vice-president; Charles E. Case elected secretary, succeeding John M. Daggett, resigned; L. H. Eckhardt, assistant secretary.
 Concordia Fire of Milwaukee—H. A. Luedeke elected vice-president, succeeding John Schroeder, deceased.
 Cooper of Dayton—Charles W. Schenk elected vice-president; Sam L. Larose, secretary.
 Delaware of Philadelphia—John S. Bioren elected president, succeeding Tattall Paulding, deceased; Charles H. Yarnell and J. Parsons Smith, Jr., elected vice-presidents.

- Dixie Fire of Greensboro, N. C.—I. W. Rockey elected secretary, succeeding James F. Cobb, resigned.
- Federal Union (Fire) of Chicago (News)—V. F. Mashek elected president; W. H. Teare and M. F. Rittenhouse, vice-presidents; F. H. Osborn, secretary.
- Franklin Fire of Philadelphia—Alfred E. Duncan elected president, succeeding James W. McAllister, retired.
- German Union Fire of Baltimore—Oscar Bitter elected secretary, succeeding S. M. Smith, resigned.
- Glens Falls—Russell A. Little elected vice-president; Egbert W. West elected secretary.
- Hartford Fire—Charles E. Chase elected president, succeeding George L. Chase, deceased; Richard M. Bissell elected vice-president; Thomas Turnbull, secretary; Frederick Samson and Sidney E. Lock, assistant secretaries.
- Insurance Company of the State of Pennsylvania—James H. Scattergood elected president, succeeding Henry Muir, resigned.
- Lamar Mutual Fire of Jackson, Miss.—W. Q. Cole, late Insurance Commissioner of Mississippi, elected president.
- Mercantile Fire and Marine of Boston—E. T. Campbell elected president, succeeding George T. Cram, deceased.
- Metropolitan Fire of Chicago—W. A. Burke elected vice-president, succeeding Frank E. Willard, deceased.
- Michigan Fire and Marine—W. M. O'Brien elected president, succeeding J. M. Ferry, deceased; T. H. Whitney elected vice-president and manager.
- Michigan Millers Mutual Fire of Lansing—Robert Henkel elected president.
- Milwaukee German Fire—A. F. Pray elected secretary.
- Monongahela of Pittsburgh—John H. Clancy elected president, succeeding R. H. Gilliford, resigned.
- National American Fire of Chicago (New)—James B. Hobbs elected president; Oliver H. Horton, vice-president; H. P. Magill, general manager.
- National of Cincinnati—E. C. Winter elected secretary, succeeding E. W. Burnett, deceased.
- North State Fire of Greensboro, N. C.—F. W. Garner elected secretary succeeding James F. Cobb, resigned.
- Osage Fire of Topeka, Kan. (New)—P. W. Goebel elected president; Clyde Miller, vice-president and general manager; W. L. Gardiner, secretary.
- People's National Fire of Philadelphia (New)—Louis S. Amoson elected president; Howard A. Van Court and J. Hector McNeal, vice-presidents; William L. Rice, secretary.
- Prudential Fire of Manchester, N. H. (New)—Joseph Quirin elected president; A. L. Gadbois, vice-president; L. P. Labonte, secretary.
- Roger Williams Fire of Providence (New)—William H. Hall, elected president; A. H. Humes, vice-president; Arthur T. Parker, secretary and general manager.
- Security of New Haven—Willis Parker elected assistant secretary.
- Sioux City Fire of Sioux City, Ia.—A. McCormack elected president; C. J. Woolridge, secretary.
- Southern of New Orleans—Scott McGehee elected second vice-president and treasurer; J. Alfred Stromberg elected secretary.
- Sun Fire Office of London—George S. Mantell appointed general manager, succeeding John Smith, deceased.
- Union of Philadelphia—James H. Scattergood elected president, succeeding William Muir, resigned; W. J. Nolan and O. H. Kilpatrick, vice-presidents; E. R. Dannels, secretary.
- United States Fire of New York—Charles A. Norris elected president, succeeding William W. Underhill, resigned.
- Washington Fire of Seattle, Wash.—C. G. Yates elected president.
- Western Empire Fire of Spokane, Wash. (New)—R. I. Miller elected president; Robert Carlson elected secretary.
- Western of Pittsburgh—George L. Mager elected assistant secretary.
- William Penn Fire of Pottsville, Pa. (New)—C. M. Kaufman elected president; John Youngfleisch, vice-president; Harry C. Cummings, secretary.
- LIFE, CASUALTY AND SURETY.
- Allegheny Mutual Life of Pittsburgh—James H. McCrady elected president; A. L. Lewin, vice president; W. Wallace Miller, second vice president; W. R. McPhetridge, secretary and general manager.

- American Assurance of Philadelphia—W. W. Connel elected vice president; D. T. Richmond elected secretary.
- American Central Life of St. Louis—W. W. Dark elected vice president, succeeding Charles E. Dark, deceased.
- American Mutual Life of Philadelphia (new)—Reinhold W. Koch elected president; James Mansel, vice president; W. A. Sadlinger, secretary.
- Bankers' Accident of Des Moines—Frank L. Miner elected president, succeeding W. E. Statler, deceased; C. H. Martin elected vice president and treasurer.
- Berkshire Life of Pittsfield—William D. Wyman elected vice president and treasurer.
- Columbian National Life of Boston—A. P. Earle appointed actuary.
- Columbus Casualty of Columbus, Ohio (new)—W. D. Brickell elected president; O. R. Farrar, vice president and general manager; Tod B. Gallo-way, secretary.
- Federal Union Surety of Indianapolis—Winfield T. Durbin elected president, succeeding Hugh Dougherty; Charles E. Schick elected secretary.
- Forest City Life of Rockford, Ill. (new)—George Reynolds elected president; A. D. Warner and T. B. Engstrom, vice presidents; C. J. Warner, secretary.
- German Commercial Accident of Philadelphia (new)—Albert H. Ladner elected president; Albert Baltz, vice president; Horace B. Meininger, secretary and general manager.
- Greensboro Life of Greensboro, N. C.—C. W. Jackson appointed actuary, succeeding I. Smith Homans, resigned.
- International Life of St. Louis (new)—J. L. Dabler elected president; Preston P. Shaw, vice president; Bailey Wilkinson, secretary.
- Iowa Life of Waterloo, Ia. (new)—F. A. Ferguson elected secretary.
- Lumbermen's Accident of New Orleans (new)—Lynn Dinkins elected president; John Dibert, vice president; James E. Warner, secretary.
- Massachusetts Mutual Life—William W. McClench elected president, succeeding John A. Hall, deceased; William H. Sargent elected second vice president.
- Merchants' Life and Casualty of Minneapolis (new)—M. J. McMichael elected president; M. J. Guilford, secretary.
- Mississippi Valley Life of Little Rock (new)—W. S. Mitchell elected president and treasurer; Thomas E. Helm, vice president; William E. McRae, secretary.
- Modern Life of South Bend, Ind. (new)—Adam Hunsberger elected president; Jasper E. Brady, vice president; Horace G. Miller, secretary.
- Mutual Benefit Life—Edward E. Rhodes elected vice president, succeeding Le Gage Pratt, resigned.
- National Reserve Life of St. Louis (new)—Victor W. Reitz elected president; P. J. Daumheim and A. P. Reutz, vice presidents; O. F. Utt, secretary.
- New Century Life of Topeka, Kan. (new)—J. W. Haughey elected president; Willard N. Hall, vice president; L. G. Beal, secretary.
- New England Mutual Life—Alfred D. Foster elected president, succeeding Benjamin F. Stevens, deceased; D. F. Appel elected vice president; Joseph A. Barbey, secretary.
- Northwestern Mutual Life—George C. Markham elected president, succeeding Henry L. Palmer, resigned; J. W. Skinner, vice president; P. R. Sanborn, second vice president.
- Pacific Mutual Life—C. I. D. Moore elected secretary, succeeding John N. Russell, Jr., resigned.
- Peninsular Life of Detroit (new)—John C. Robinson elected vice president; Menno Zimmerman elected secretary.
- People's Life of Chicago (new)—E. A. Nelson elected president; Fremont Hoy elected vice president and secretary.
- People's Surety of New York—John H. Sell elected president, succeeding David A. Sullivan, resigned; Henry J. Pettit elected secretary.
- Philadelphia Casualty—W. Le Mar Talbott elected president, succeeding Robert B. Armstrong, resigned; Robert G. Hazeldine elected secretary.
- Pittsburgh Casualty of Pittsburgh, Pa. (new)—James J. Haines, Jr., elected president; John M. Boggs, vice president and manager; Joseph A. Kissinger, assistant secretary.

- Provident Savings Life—Elmer E. Rittenhouse elected president, succeeding Arthur G. Langham.
- Rockford Life of Rockford, Ill. (new)—A. J. Lovejoy elected president; J. Frank Denel, vice president; Louis Brandes, secretary.
- Sam Houston Life of Dallas—I. J. Willingham elected president; W. B. Harrison, vice president; A. S. Doerr, secretary.
- Scranton Life of Scranton, Pa.—William E. Napier elected vice president and general manager.
- Security Mutual Life of Binghamton, N. Y.—Frederick W. Jenkins elected president, succeeding Charles M. Turner, resigned; W. G. Phelps, George W. Dunn and A. B. Howe elected vice presidents; Charles A. La Due, secretary.
- Standard Life of Camden, N. J. (new)—James H. Dawes elected president; E. R. Baxter, vice president and general manager; Henry C. Brown, secretary.
- South Atlantic Life of Richmond—Charles G. Taylor elected secretary and actuary.
- Southern Life and Accident of Marianna, Fla. (new)—W. H. Milton elected president; John Milton elected third secretary.
- Southwestern Life of Dallas, Tex.—Lawrence M. Cathles elected secretary.
- State Mutual Life of Worcester—Henry M. Witter elected vice president.
- St. Louis National Life—E. S. Lewis elected president, succeeding P. M. Starnes, resigned.
- Tennessee Life of Nashville (new)—Dr. J. C. Franklin elected president; R. A. Henry, first vice-president; W. E. Nelson, second vice-president and secretary.
- Union Casualty of Philadelphia—Gustav Schmael elected president; Roger Byrnes, vice president; Albert Morgan, secretary.
- Union Life and Trust of Muskogee, Okla. (new)—Ira L. Reeves elected president; W. R. McLaughlin, secretary.
- Union National Accident of Philadelphia (new)—James A. Flaherty elected president; Sidney M. Moon, vice president and general manager; M. J. Carroll, secretary.
- United States Casualty—Edson S. Lott elected president, succeeding Benjamin F. Tracy, resigned; John Farr elected vice president; D. J. Luckett, secretary; James J. Meador, assistant secretary.
- Volunteer State Life of Chattanooga—W. C. Stacey elected assistant secretary, succeeding A. C. Douglas, resigned.
- Washington Life of New York—William C. Baldwin elected president, succeeding John Tatlock; Howard Nimick, vice president, succeeding Charles H. Allen; James M. Mason, second vice president, succeeding T. T. Johnson; Frederick C. Parsons, secretary, succeeding J. W. B. Vandewater.
- West Coast Life of San Francisco—Henry J. Crocker elected president, succeeding George A. Moore, resigned.
- Wisconsin National Life of Oshkosh (new)—George M. Paine elected president; C. R. Boardman and V. J. Schoenecker, vice presidents; Buel T. Davis, secretary.

OHIO ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized in February, 1897, with Merwin Jackson president; A. W. Neale and F. C. McElroy, vice-presidents; C. W. Bryson, secretary, and W. J. Eilber, treasurer. The present officers, elected at the annual meeting in June, 1908, are: President, J. S. Elliott, Springfield; vice-president, W. I. Kiefer, Findlay; second vice-president, V. D. Butman, Fremont; secretary-treasurer, Miss L. M. Foster, Columbus; executive committee: Chas. W. Bryson, Columbus, chairman; Philip Buerkle, Sandusky; Scott S. Wolf, Fremont; J. V. Wilson, Marion; F. E. Lauterbach, Columbus; Thomas H. Geer, Cleveland; Ira W. Wallace, Springfield; Ben B. Schieble, Dayton; F. M. Cooke, Akron; Frederick Rauh, Cincinnati; Wm. L. Reed, Portsmouth.

OHIO FARMERS' INSURANCE COMPANY, Le Roy, Ohio.
Organized 1848. James C. Johnson, president; M. L. Benham, secretary.

OHIO FIRE PREVENTION ASSOCIATION was organized in 1905 by Ohio field men for the purpose of promoting better and improved fire protection. The officers were elected as follows: President, A. C. Speed, American Central; vice-president, H. W. Clayton, Germania; secretary and treasurer, John C. Hoover of Dayton. The present officers, elected at the annual meeting in May, 1909, are: President, W. B. Goodwin, Ætna; vice-president, Thomas H. Smith, Allemannia; secretary and treasurer, Miss L. M. Foster; executive committee: R. L. Raynolds, Connecticut, chairman; L. J. Bonar, North America; W. H. Herman, Spring Garden; J. B. Campbell, German of Indiana; J. M. Cook, Mansfield Mutual; J. H. Gray, North British; H. E. Boning, Milwaukee Mechanics.

OHIO GERMAN FIRE INSURANCE COMPANY, Toledo, Ohio. The company was placed in the hands of trustees in 1909, following disclosures of irregularities in the conduct of its business, and financial condition.

OHIO, INSURANCE SUPERVISION IN, 1867-1909. By act approved April 15, 1867 the auditor of state in Ohio was charged with insurance supervision. March 12, 1872, an act was passed establishing a state insurance department, under a superintendent of insurance, to be appointed by the governor for a term of three years. The auditors who discharged the duties of supervising officers were James H. Godman and James Williams. The superintendents since the organization of the department have been:

William F. Church,	June 2, 1872—	June 2, 1875
William D. Hill,	June 2, 1875—	June 2, 1878
Joseph F. Wright,	June 2, 1878—	June 2, 1881
Charles H. Moore,	June 2, 1881—	June 2, 1884
Henry J. Reinmund,	June 2, 1884—	June 2, 1887
Samuel F. Kemp,	June 2, 1887—	June 3, 1890
William H. Kinder,	June 3, 1890—	June 3, 1893
William M. Hahn,	June 3, 1893—	June 3, 1896
William S. Matthews,	June 3, 1896—	June 3, 1900
Arthur I. Vorys,	June 2, 1900—	Dec. 1907

Mr. Matthews was reappointed in June, 1899, for the term of three years, but he resigned in May, 1900, and Arthur I. Vorys was appointed to succeed him. Mr. Vorys retired in December, 1907, and Charles C. Lemert, was appointed to succeed him, for the unexpired term, being re-appointed for the full term from June, 1908, but resigned in June, 1909. David T. Rockwell was appointed his successor. John T. Brasee is the deputy superintendent.

OHIO LEAGUE, THE, is an association of representatives of companies not associated in the Western Union, and was organized in 1892. The officers were: I. W. Canfield, president; Richmond Smith, vice-president; D. E. Lattimer, secretary and treasurer; and Thomas H. Smith, George T. Wilson, William E. Jones, John G.

Stevens, and John Vernon composed the executive committee. The present officers, elected at the annual meeting in March, 1909, are: President, L. F. Creamer, special agent Teutonia; vice-president, H. M. Brooks, special agent Germania Fire; secretary and treasurer, N. T. Julian, general agent Agricultural, Columbus; executive committee: Wm. E. Jones, Security, chairman; A. F. McKay, Firemen's Newark, and M. F. Grim, Union, Philadelphia.

OHIO MILLERS' MUTUAL FIRE INSURANCE COMPANY, Canton, O. Organized 1886. John W. Hahn, president; William H. Clark, secretary.

OKLAHOMA ASSOCIATION OF FIRE INSURANCE AGENTS was organized at a meeting held in Oklahoma City in July, 1900, but the association became inactive. A meeting was held in Oklahoma City in May, 1908, and an association was organized and at the annual meeting in October, officers were elected as follows: President, T. M. Upshaw, Oklahoma City; vice-presidents, Charles Brice, McAllister; J. H. Mullen, Bartlesville; O. J. Logan, Mountain View; secretary and treasurer, C. D. Coggeshall, Tulsa; executive committee: chairman, E. C. Wallace; C. A. Van Ness, J. Wright, J. L. Le Brand, H. C. Moore and J. B. Doolin.

OKLAHOMA, INSURANCE SUPERVISION IN, 1890-1909. Under the territorial law the secretary of the territory is *ex officio* commissioner of insurance. The law authorizing the department went into effect December 24, 1890. The headquarters are at Guthrie, and the secretaries have been William M. Jenkins, who succeeded Thomas J. Lowe in 1897. The latter was the successor of the first secretary, Robert Martin, 1893. William Grimes was appointed in 1901, and Charles H. Filson succeeded him. T. J. McComb is the present commissioner. The statute does not provide for the appointment of a deputy.

OKLAHOMA LIFE UNDERWRITERS ASSOCIATION was organized in 1909, with the following officers: President, J. Henry Johnson, National Life of Vermont; vice-president, O. F. Wilson, Aetna; secretary, Fred H. McClesky, Prudential; treasurer, J. O. Mattison, Mutual Benefit.

OLD COLONY INSURANCE COMPANY, Boston, Mass. Organized 1906; capital, \$400,000. Ransom B. Fuller, president; Charles D. Hodges, secretary.

OLD COLONY LIFE INSURANCE COMPANY, Chicago, Ill. Organized 1907. Capital, paid up, \$116,130. John H. Morse, president; H. G. Austin, secretary.

OLNEY, GEORGE W., insurance journalist, was born at Charleston, S. C., of Rhode Island ancestry, June 5, 1835. He was educated in private schools of Charleston and the University Grammar School of Providence, R. I., and was graduated LL.B. from

Harvard University in 1855. He entered journalism as one of the publishers of the *Daily Day Book*, then the southern organ in New York, 1858-61. During the war he served on the staff of the *Richmond Enquirer*, reporting the first confederate senate, and was war correspondent and subsequently editor of the *Charleston Courier*. In 1866 he was dramatic writer on the *New York Herald*, and from 1868 to 1876 editorial writer on the *New York World*. Mr. Olney's connection with insurance journalism began in 1873, as editor of the *Spectator*, continuing until 1876. In November, 1878, he joined the late Mr. Brigham on the *New York Underwriter*, now the *Weekly Underwriter*, with which he is still connected as editor and vice-president of the Underwriter Printing and Publishing Company. He is author of several statistical works, a fellow of the American Statistical Association and of the Royal Statistical Society of Great Britain, a member of the Society of American Authors, and the Harvard Law School Association. He is secretary of the Rhode Island State Society of the Order of the Cincinnati, and member of several other military and patriotic hereditary societies. Mr. Olney has been editor since 1870 of "The World Almanac," published by the *New York World*.

ONCE A YEAR CLUB. This association of insurance journalists was organized in January, 1899, and held its first meeting with a banquet, February 2, following, at the house of the New York Press Club in the city of New York. Charles J. Smith of the *Insurance Record* was elected president, Charles A. Jenney of the *Weekly Underwriter*, vice-president, and Franklin Webster of the *Insurance Press*, secretary. Membership includes men connected with all classes of insurance periodicals of the United States and Canada, regular and assessment and company papers. There are about sixty members. The club meets but once in a year, on a day appointed by the officers. Hatchets are deposited outside the place of meeting, and harmony and brotherly love are expected to prevail inside.

The above officers were re-elected at the annual meetings in 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, and 1909.

OREGON, INSURANCE SUPERVISION IN, 1887-1909. The secretary of state in Oregon was *ex officio* insurance commissioner under the legislative act of 1887. The secretary is elected by the people and his term is for four years, the original term having begun in 1887. George W. McBride was the first commissioner and served two terms of four years each. On the expiration of his second term, in 1895, he was elected United States senator. The next secretary of state and insurance commissioner was Harrison R. Kincaid, whose term expired in 1899. F. I. Dunbar, whose term expired in 1907, succeeded him and he was succeeded by Frank W. Benson. The legislature in 1909 created a special insurance department. The insurance commissioner is appointed by the governor for a term of four years at a salary of \$3,000 per annum. S. A. Rosen is the first commissioner appointed under the act.

OREGON LIFE UNDERWRITERS' ASSOCIATION. [See Life Underwriters' Association of Oregon.]

ORIENT INSURANCE COMPANY of Hartford, Conn. Organized 1871; capital, \$500,000. A. G. McIlwaine, Jr., president; Henry W. Gray, Jr., secretary. Control of the Orient was purchased by the London and Lancashire Insurance Company in 1900.

OVERHEAD WRITING. [See Resident Agents Laws.]

OVIATT, FITZALAN C., insurance journalist, was born in Salem, N. Y., in 1856, and was educated in the common schools and academies of his native county. He read law and was admitted to the bar in 1883. Mr. Oviatt removed the following year to Delevan, Ill., where he practiced his profession several years, being a part of the time city attorney. In 1888 he removed to Chicago and took a position on the *Investigator*. Two years later he accepted an offer to enter the service of the *Argus*, of which he became the editor in 1892. January 1, 1896, he resigned that position and removed to New York city to take editorial charge of the *Chronicle*. At the close of 1896 Mr. Oviatt resigned from the *Chronicle* and purchased the Philadelphia *Intelligencer*, of which he and Frank L. Miner were for several years editors and publishers. January 1, 1903, Mr. Oviatt purchased the interest of his partner and became sole editor and manager. He was also editor of the *Industrial Review*, a monthly paper established in 1908. Mr. Oviatt died May 27, 1909.

P

PACIFIC, BOARD OF FIRE UNDERWRITERS OF THE.
[See Board of Fire Underwriters of the Pacific.]

PACIFIC COAST CASUALTY COMPANY of California, San Francisco. Organized 1902; capital, \$200,000. E. F. Green, president; F. A. Zane, secretary.

PACIFIC COAST DEPARTMENT MANAGERS OF INSURANCE COMPANIES. [See San Francisco.]

PACIFIC FIRE INSURANCE COMPANY, New York, N. Y. Organized 1851; capital, \$200,000. Frank T. Stinson, president; H. G. Stephens, secretary.

PACIFIC, FIRE UNDERWRITERS' ASSOCIATION OF THE. [See Fire Underwriters' Association of the Pacific.]

PACIFIC MUTUAL INDEMNITY COMPANY, Los Angeles, Cal. Organized 1906; capital, \$250,000. G. I. Cochran, president; C. I. D. Moore, secretary.

PACIFIC MUTUAL LIFE INSURANCE COMPANY, THE, Los Angeles, Cal. Organized 1868; capital, \$1,000,000. George I. Cochran, president; C. I. D. Moore, secretary.

PACIFIC SURETY COMPANY of San Francisco. Organized 1885; capital, \$250,000. Wallace Everson, president; John Bermingham, vice-president; A. P. Redding, secretary. Assets, March 31, 1909, \$446,118.37; liabilities, exclusive of capital and surplus, \$70,293.40; net surplus, \$125,824.97.

PACKARD, JOHN HOOKER, JR., former president of the American Fire Insurance Company of Philadelphia, was born in Philadelphia, May 9, 1865. He received his education in the Episcopal Academy of Philadelphia and the University of Pennsylvania. His business career was begun as errand boy and clerk in the insurance agency of Thomas C. Foster in Philadelphia in 1884, and later in the same year he entered the employ of the American Fire as general clerk. He was appointed city inspector in 1886, and did special agency work for the company in Delaware. In 1895 he was appointed metropolitan district surveyor, with headquarters in New York, for the London Assurance Corporation, and was appointed manager for Philadelphia and the suburban district of the Sun Insurance Office and London Assurance in 1896. He was assistant secretary of the Philadelphia Fire Underwriters' Association from 1897 to 1902, when he was elected vice-president and secretary of

the American Fire of Philadelphia, and in 1905 was elected president of the company to succeed Thomas H. Montgomery, but resigned later in the same year, following a change in the stock control of the company, and was appointed agency secretary of the London Assurance Corporation September 5, 1908.

PAGE, CALVIN, president of the Granite State Fire Insurance Company of Portsmouth, N. H., was born at North Hampton, N. H., August 22, 1845. He received his education in the common schools, Phillips Exeter Academy, Exeter, N. H., and Harvard University, and was admitted to the New Hampshire bar in 1868. He was elected mayor of Portsmouth two terms, has been a member of the board of instruction for twenty-five years, and is chairman of the high school committee, and was state senator in 1893-4, and again in 1903. He was also United States collector of internal revenue for the district of New Hampshire for eight years, and is president of the New Hampshire National Bank of Portsmouth, the Laconia Car Company Works of Laconia, N. H., The Portsmouth Trust and Guarantee Company, The Manchester & Lawrence Railroad Company, Portsmouth Fire Association, Piscataqua Fire Insurance Company, besides several other manufacturing and banking companies. He was given the degree of A.M. by Dartmouth College in 1902.

PALACHE, WHITNEY, associate general agent of the Pacific coast department of the Hartford Fire Insurance Company, was born at San Francisco in 1866, and has always lived in California. He was obliged to leave college at the end of his sophomore year in 1885 on account of ill health. He filled several clerical positions from that time up to November, 1888, when he was appointed special agent for the Union Insurance Company of San Francisco. In 1890 he was appointed special agent for the Hartford Fire, with the northwestern states of the Pacific department under his supervision. He held this position until July, 1895, when Mr. Cofran was called to the Chicago department, H. K. Belden was made sole manager of the Pacific department, and Mr. Palache was appointed assistant manager. His residence is at Berkeley, Cal. June 1, 1902, Mr. Palache was promoted to associate manager, and from that date the Pacific department of the Hartford was conducted by the firm of Belden & Palache, managers. By the sudden death of Mr. Belden on May 26, 1903, Mr. Palache was left in sole charge of the department until October 1st, when Mr. Dixwell Hewitt was appointed associate general agent. Since that date the business has been conducted under the firm name of Palache & Hewitt, general agents.

PALATINE INSURANCE COMPANY, Limited, of London, England, was organized by the Commercial Union in August, 1900, as the successor of the Palatine of Manchester, which was purchased by the Commercial Union Assurance Company in May, 1900. Its capital is \$500,000, and the United States manager is A. H. Wray. Charles J. Holman is assistant manager, and W. M. Ballard, branch secre-

tary. United States assets, December 31, 1908, \$3,018,555; surplus, \$1,205,190; premium income, \$1,554,882.

PAMLICO INSURANCE AND BANKING COMPANY. Tarboro, N. C. Capital, \$33,960. H. L. Staton, president; Job Cobb, secretary.

PAPER MILL MUTUAL INSURANCE COMPANY, Boston, Mass. Organized 1887. R. W. Toppan, president; D. W. Lane, secretary.

PARKER, JOHN M., JR., secretary of the accident and liability department of the *Ætna Life Insurance Company*, is a native of Hartford, where he was born June 29, 1866. He was educated in the public district schools and high school, and on leaving school took up railroad work. He became connected with the *Ætna Life* in 1891, and was made assistant secretary in the accident and liability department in 1904, and secretary of the same department in February, 1905.

PAPPS, PERCY C. H., actuary of the *Mutual Benefit Life Insurance Company*, was born at Hamilton, Ontario, Canada, May 12, 1876. He was educated at Trinity College School, Port Hope, Ontario, and began his insurance career in the actuarial department of the *Canada Life Assurance Company* in 1893. He was appointed assistant actuary of the company in 1902, and from 1903 to 1907 was actuary of the *Manufacturers' Life Insurance Company* of Toronto. He was president of the *Insurance Institute of Toronto* in 1906-7, and is a fellow of the *Actuarial Society*.

PASCHALL, EDWARD EARLY, secretary of the *Rochester German Insurance Company*, Rochester, N. Y., was born at Manson, Warren County, North Carolina, of American parentage, February 19, 1865. He received a common school education, and began business life as a clerk. He represented the *Home Insurance Company* of New York as state agent in the south from 1894 to 1904, and in the latter year was appointed superintendent of agencies for the *German-American Insurance Company* of New York in Canada. In 1906, he accepted the position of general agent at Atlanta for the *Edwin G. Seibels* general agency, and was elected to his present position in February, 1909.

PASSMORE, LINCOLN K., vice-president of the *Penn Mutual Life Insurance Company* of Philadelphia, was born in Maryland in September, 1850, of Quaker stock, and after obtaining a fair education, mostly from private instruction, he taught school for four years and then turned his attention to commercial pursuits. Going to Philadelphia in 1874, he entered the office of *Peter Wright & Sons*, being finally made manager of the export grain department. At the end of eight years Mr. Passmore engaged in business on his own account, eventually becoming a partner in one of the largest seaboard grain exporting houses. In 1889 he became a

trustee of the Penn Mutual Life, and has served on several of its important committees. For several years he has been a director in the Bank of North America, and is also a director in several other financial and commercial institutions, including the Philadelphia Bourse, of which he is vice-president.

PATROL, CHICAGO FIRE INSURANCE, was organized in 1871, and is under the management of the Chicago Board of Underwriters. The patrol committee of the board is composed of Cyrus A. Hardy, chairman; R. W. Hosmer, E. A. Parker, William Lyman, Conrad Witkowsky and W. F. Rollo. The force consists of one hundred and three men, divided into eight companies. The equipment consists of eighteen horses, eight rubber tire and ball bearing axle wagons, one roller bearing, one chemical engine, all equipped with electric lights, twenty-one portable fire extinguishers, and two auto-roadsters.

E. T. Shepherd is superintendent of the corps, with headquarters at 176 East Monroe Street.

Company No. 1 was organized October 2, 1871. The present officers of the company are C. W. O'Neill, captain; Walter McGuire, lieutenant. Company No. 2 was organized August 3, 1875. George Moore is captain, and Thos. Burke, lieutenant. Company No. 3 was organized May 11, 1889. The present officers are: Chas. Beiber, captain; Adolphus Furnia, lieutenant. Company No. 4, known as the "Union Stock Yards Chemical Company," was organized January 26, 1882. The officers are: John Champaigne, captain; Wm. Older, lieutenant. The cost of maintenance at the Union Stock Yards is divided equally between the packers and the underwriters. Company No. 5 was organized March 1, 1892; Frank Doherty, captain; Walter Stedman, lieutenant. Company No. 6 was organized December 1, 1893. George Furnald, captain; John Cullen, lieutenant. Company No. 7 was organized August 24, 1901; Wm. E. Carney, captain; Thos. Gallagher, lieutenant. Company No. 8 was organized May 30, 1903; Fred Kashbohm, captain; Edward Reilly, lieutenant. James Wheaton, fire reporter. Companies No. 3 and 6 have 40 horse-power motor wagons instead of horses.

July 1, 1895, by act of the legislature, the Patrolmen's Pension Fund act became a law, and under its provisions all patrolmen are protected under all circumstances. If they are injured or their health becomes impaired, they are taken care of for life; if they are killed or die from any cause, their families are provided for; if they become too old for service they are pensioned and draw half pay as long as they live.

The following tabular statement of losses by fire insurance companies in Chicago in 1907, was made from the returns of the fire patrol for the year ending December 31, 1907:

Months. 1908.	Total Insurance Involved	Total Loss to Insurance.	Insurance Over Loss.
January	\$6,315,904.98	\$1,343,930.81	\$4,971,974.17
February	2,796,009.11	297,408.93	2,498,600.18
March	3,097,136.52	410,451.19	2,686,685.33
April	3,001,477.10	204,085.50	2,797,391.60
May	2,539,178.82	487,286.59	2,051,892.23
June	4,498,175.00	234,400.92	4,263,774.08
July	4,213,203.82	188,995.30	4,024,208.52
August	3,441,030.00	1,218,828.78	2,222,201.22
September	2,072,500.00	352,590.28	1,719,909.72
October	3,440,125.00	319,595.39	3,120,619.61
November	2,452,484.36	310,691.07	2,141,793.29
December	3,909,829.21	319,445.77	3,590,383.44
Totals	\$41,777,053.92	\$5,687,620.53	\$36,089,433.39

PATROLS, FIRE INSURANCE. [See Fire Patrols.]

PAWTUCKET MUTUAL FIRE INSURANCE COMPANY,
Pawtucket, R. I. Organized 1849. A. A. Mann, president; H. A. Fletcher, secretary.

PEABODY, CHARLES AUGUSTUS, president of the Mutual Life Insurance Company of New York, was born in New York city, April 11, 1849. He was prepared for college at the Columbia Grammar School and entered Columbia with the class of 1869. After graduating in 1869 with the degree of A.B. he took the Master's degree, and after two years' study in the Columbia Law School he received the degree of LL.D. He was a member of the alumni committee of fifty which had charge of the details of removing Columbia to its new quarters on Morningside Heights. He was admitted to the New York bar in 1871, and has been a practicing attorney in New York city ever since, and has for some years been the legal and business representative of William Waldorf Astor in the United States. He was a director of the Gallatin National Bank, National Bank of Commerce, Astor National Bank, Farmers' Loan and Trust Company, Union Pacific Railway Company, Delaware and Hudson Railroad Company, president and director of the New Orleans Warehouse Company, and a director in other corporations, and is also a member of the University, Union League, Racquet and Tennis, Down Town, St. Anthony, and Tuxedo clubs. He was elected president of the Mutual Life on the retirement of Mr. McCurdy, in December, 1905.

PEARSON, JAMES B., formerly vice-president of the Mutual Benefit Life Insurance Company of Newark, was born in the city of New York, September 26, 1829. His earliest occupations were clerk in a dry goods store and assistant teller in a bank. He was prepared for college at West Poughkeepsie, Vt., and was graduated at Wesleyan University, Middletown, Conn., with the class of 1851. After leaving the university, Mr. Pearson was a Congregational

clergyman for a short time, and for a longer period a teacher. He was successively principal of the academy at East Hartford, Conn., of the seminary at Flushing, L. I., of the high school at Fall River, Mass., the Spingler Institute, Union Square, New York city, and while a resident of Connecticut served a term as register of banks. Mr. Pearson entered the insurance business in 1867 and in 1874 he became associated with the Mutual Benefit Life, and in 1876 was elected vice-president. Mr. Pearson resigned as vice-president of the Mutual Benefit in January, 1902.

PELICAN ASSURANCE COMPANY of New York. Organized 1898; capital, \$200,000. A. D. Irving, president; L. P. Bayard, vice-president; A. D. Irving, Jr., secretary.

PELLET, CLARENCE S., president of the Chicago Underwriters' Association and member of the Chicago firm of Fleetwood & Pellet, successors to Charles W. Drew & Co. and the local business of Pellet & Hunter since August 1, 1904, was born in Newton, Sussex county, N. J., February 26, 1865. He is a graduate of Beloit College of the class of 1886, and entered the insurance business soon after graduation. Mr. Pellet was elected president of the Chicago Underwriters' Association in 1899, and was re-elected in 1900 and 1901.

PENN MUTUAL LIFE AGENTS' ASSOCIATION. At the annual meeting held in Philadelphia, Pa., in May, 1909, the following officers were elected: President, Frank Markoe, Baltimore, Md.; vice-president, J. A. Goulden, New York city; second vice-president, William M. Bunting, Boston, Mass.; secretary, James C. Biggert, Pittsburg, Pa.; assistant secretary, J. W. Iredell, Jr., Cincinnati, Ohio; treasurer, J. E. Durham, Philadelphia, Pa.

PENN MUTUAL LIFE INSURANCE COMPANY, Philadelphia, Pa. Organized 1847. George K. Johnson, president; John Humphreys, secretary and treasurer.

PENNSYLVANIA ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized August 23, 1900, with the following officers: President, W. B. Flickinger; vice-president, L. E. Johns; second vice-president, Fred G. Clark; third vice-president, N. H. Pangborn; secretary and treasurer, D. F. Collingwood. The present officers, elected at the annual meeting in June, 1909, are: President, George H. Burns, Kittanning; vice-president, William H. Ream, Lewistown; second vice-president, Charles H. Hammerich, Carlisle; third vice-president, Matthew Long, Hazleton; secretary and treasurer, Frank R. Leib, Harrisburg.

PENNSYLVANIA CASUALTY COMPANY, THE, of Scranton, Pa. Organized 1899; capital, \$200,000. Thomas E. Jones, president; F. H. Kingsbury, secretary.

PENNSYLVANIA COMPANY FOR INSURANCES ON LIVES AND GRANTING ANNUITIES, Philadelphia. Organized 1812; capital, \$2,000,000. C. S. W. Packard, president; Lewis

A. Balz, vice-president; John J. R. Craven, secretary. Does not issue new policies.

PENNSYLVANIA FIRE INSURANCE COMPANY, THE, of Philadelphia. Organized 1825; capital, \$750,000. R. Dale Benson, president; W. Gardner Crowell, secretary.

PENNSYLVANIA, INSURANCE SUPERVISION IN, 1873-1909. The insurance department of Pennsylvania was created by act of April 4, 1873. J. Montgomery Forster was appointed insurance commissioner by the governor to serve for a term of three years, and assumed the duties of the office May 5, 1873. He served as commissioner by successive reappointments until May 2, 1891, when he was succeeded by George B. Luper, who had been deputy commissioner for six years. Mr. Luper was reappointed by Governor Pattison to his second term as insurance commissioner in May, 1894, while the legislature was not in session. A new governor being elected in November, 1894, he nominated James H. Lambert for insurance commissioner in January, 1895, and the senate confirmed the appointment. He was reappointed in January, 1898, but was not allowed to serve out his term, a new governor in January, 1899, removing him summarily and appointing Israel W. Durham, who served until July, 1905, when he resigned. David Martin, who was appointed to succeed him, is the present commissioner. S. W. McCulloch is deputy commissioner.

PEOPLES NATIONAL FIRE INSURANCE COMPANY, Philadelphia, Pa. Organized 1908; began business 1909; capital, paid-up, \$712,200. Louis S. Amonson, president; John W. Brooks, secretary.

PERKINS, JOHN C., former commissioner of insurance of South Dakota, was born in Newchester Township, Adams county, Wis., March 14, 1870. He is of English-Scotch descent. He received a high school education and began business life as a printer. He served as clerk of the courts of Roberts county, South Dakota, from 1897 to 1903, and in the latter year was appointed insurance commissioner, and was reappointed in 1905. On the conclusion of his term of office in 1907 he was appointed special agent of the Queen City Fire Insurance Company for the northern half of South Dakota.

PETER COOPER FIRE INSURANCE COMPANY, THE, New York city. Organized 1853; capital, \$150,000. M. J. Ennis, president; Otto B. Candidus, secretary.

PETERSBURG SAVINGS INSURANCE COMPANY, Petersburg, Va. Organized 1860; capital, \$200,000. Alexander Hamilton, president; E. W. Butcher, secretary.

PETERS, THOMAS, formerly general agent of the Washington Life Insurance Company, was born in 1840, his parents being Baltimoreans. He was educated at college near Baltimore, entered business there in 1856, served in the Confederate army until the close of the war, and passed a part of that time in the military

prisons at Camp Chase and Point Lookout. In 1866 he entered the insurance business as a fire, marine, life, and accident insurance agent at Selma, Ala., becoming special agent of the Liverpool and London and Globe Insurance Company in 1879, and on the organization of the South Eastern Tariff Association in 1882 was appointed its first secretary, and remained in that position until 1886 when he was appointed manager Washington Life. Was the first president Georgia Association of Life Insurers in 1892, and several times re-elected to the position, and in 1894 was a vice-president of the National Association of Life Underwriters. He was for several years southern general agent for the Greenwich Insurance Company of New York, a position which he resigned in June, 1900, to resume for the Washington Life of New York for Georgia. He resigned May 1, 1904, but was reappointed in July, 1905, and again retired January, 1906, and is now enjoying the fruits of forty years southern service in the insurance business. At request of committee he became historian in preparation of the twenty-five years' history of the South Eastern Tariff Association, issued in May, 1907. He retired from active business in 1907.

PHELPS, EDWARD BUNNELL, editor and proprietor of *The American Underwriter Magazine and Insurance Review*, was born at New Haven, Conn., July 26, 1863. He was educated in the New Haven public schools, Hillhouse High School, and Yale University, graduating with the academic class of that institution in 1885, and receiving the degree of Master of Arts at Yale in 1902. In April, 1886, he removed to New York, worked in various capacities on the *World*, *Times*, *Herald*, and *Mail and Express*, founded *Thrift* in 1894, and has since edited and managed the paper, changing its name to *The American Underwriter* in March, 1902, and in March, 1908, converting that publication into a magazine under the name of *The American Underwriter Magazine and Insurance Review*. He is an associate member of the Life Underwriters' Association of New York, is a member of the Yale Club of New York city, a fellow of the American Statistical Association, a fellow of the Royal Statistical Society (of London), and a member of the Empire State Society of the Sons of the American Revolution, the American Academy of Political and Social Science and the New York Genealogical and Biographical Society. In 1898 he compiled and published a work on "War Risks," in 1901 issued another work dealing with "Tropical Hazards or Life Insurance Risks in Cuba, Porto Rico, and the Philippines," and in 1905 compiled and published in a Japanese vellum special number of *The American Underwriter* a review of "A Decade Without a Parallel in the History of American Insurance—1894-1904."

PHELPS, JAMES TURNER, former vice-president of the National Life Insurance Company of Montpelier. [See Death Roll.]

PHENIX INSURANCE COMPANY of Brooklyn, N. Y. Organized 1853; capital, \$1,500,000. George P. Sheldon, president; Charles F. Koster, secretary.

PHILADELPHIA ASSOCIATION OF LIFE UNDERWRITERS was organized in December, 1887, William H. Lambert being the first president. The following officers and executive committee were elected at the annual meeting in January, 1909: President, Clarence A. Wray, Home Life; vice-presidents, Frank E. Hammer, A. C. Otis, R. Dale Sparhawk; secretary, Frank D. Baser, Massachusetts Mutual; treasurer, William A. Smalley, New England Mutual. The executive committee consists of the following ex-presidents of the association; William G. Carroll, chairman; W. H. Lambert, H. C. Lippincott, I. L. Register, E. H. Plummer, Frank Read, W. M. Scott, Amos Wakelin, Richard Fisher, J. Edward Durham, W. A. Higinbotham, F. H. Garrigues, and the following elected members: H. O. Chapman, E. O. Mosier, J. T. Moore, A. M. Clark, W. R. Harper, J. C. Staples, F. M. Wheaton, Jno. W. Schell, Chas. W. McCue and H. Kendall Read.

PHILADELPHIA CASUALTY COMPANY, Philadelphia, Pa. Organized November, 1899: capital, \$500,000. W. Le Mar Talbot, president; R. G. Hazeldine, secretary.

PHILADELPHIA CONTRIBUTIONSHIP FOR THE INSURANCE OF HOUSES FROM LOSS BY FIRE, Philadelphia, Pa. Organized 1752. Incorporated 1768. This company has been in operation since 1752 and confines its business to Pennsylvania. Net cash surplus, \$5,037,431.64. John T. Morris, chairman; J. Somers Smith, Jr., secretary.

PHILADELPHIA FIRE INSURANCE PATROL. The patrol was established July 15, 1869, and was supported by the voluntary action of the fire insurance companies doing business in the city. It was incorporated February 17, 1871, and reorganized June 8, 1895, the expense being raised by an assessment on premium receipts. The original fire patrol consisted of a horse and wagon and fifteen rubber blankets or covers. Only a few companies contributed to the cost and the establishment was opposed by the old volunteer fire department of the time as a step toward a paid fire department. A notable success achieved by the patrol at a dry goods fire in Chestnut street in saving some \$60,000 worth of valuable goods from ruin by water at once satisfied insurance companies of the advantage afforded by the patrol, and they flocked to its support. The first officers were Atwood Smith, president; Alfred G. Baker, treasurer; and John Wilson, Jr., secretary. The original captain was Terrence McCusker, and he had an assistant, George R. Stillman (the present captain), and a force of five men.

The patrol is now composed of thirty-five men—fifteen men at station No. 1, at 516 Arch street, ten men at Station No. 2, at the northeast corner of Fifth and Hewson streets and ten at No. 3, at 2122 Market street. Station No. 3, was established April 15, 1909. The captain is George R. Stillman, and the assistant captains John Goeckler at No. 1; Sylvester B. Peak at No. 2, and William J. Taylor at No. 3. There are four large and three small patrol

wagons, one steam engine, nine horses, 500 rubber covers, and other necessary incidentals.

The annual report for 1908 showed that the total number of fires in Philadelphia during 1908 was 3,512, as compared to 3,341 during 1907, and the losses were on buildings \$584,221 and on contents \$1,697,918. The insurance on bulidings was \$30,155,675 and on contents \$31,911,050. Of the total fires 2,584 were confined to the floor where originated, 270 extended to other floors of building and 101 extended to adjoining property. The principal causes of fires in 1908 were: Matches 690; boiling lard, oil, etc., 60; gas jets, 191; sparks from chimneys, 343; stoves and ranges, 146; smoking, 126; sparks from locomotives, 286; spontaneous combustion, 127; electricity, 128, (including 83 fires on the street trolley cars, etc); defective flues, 124; hot ashes, 84; rubbish, 56; fireworks, 23; candles, 74; unknown causes, 356.

The following are the present officers: President, John L. Thomson; treasurer, Alfred E. Duncan; directors, E. C. Irvin, Charles Platt, Jr., E. J. Durban and J. B. Kremer.

PHILADELPHIA FIRE UNDERWRITERS' ASSOCIATION.

The old association, after its tenth annual meeting in November, 1893, discussed the subject of reorganization, and at a meeting held December 4, 1893, it was ordered that the compact of September 1, 1891, be continued in force sixty days more. [For an account of the reorganization see the Cyclopedia for 1894-5.] February 1, 1894, representatives of seventy companies met and perfected the new organization. An executive committee was appointed to govern the association. Robert B. Beath was chosen chairman and J. W. Grover, secretary. At the annual meeting, November 14, 1894, General Beath was re-elected chairman, and Charles A. Hexamer was appointed secretary. At the annual meeting, November 13, 1895, Eugene L. Ellison was chosen chairman of the executive committee, and Charles A. Hexamer was continued as secretary. At the annual meeting, November 11, 1896, Article 5 of the constitution was amended so as to provide that "the management of the association shall be under the direction and control of an executive committee of nine, to be elected by the association at the annual meeting—four members of the committee to be officers of the Pennsylvania companies, three to be representatives of companies of other states, and two to be representatives of foreign companies." Amendments were also adopted providing for quarterly meetings of the association, and establishing the rule of a single vote for each person present. On the organization of the executive committee John Tenney was elected chairman, George E. Wagner, vice-chairman, and Herbert Wilmerding (succeeding Charles A. Hexamer), secretary. In 1897 further changes were made. A new agreement between companies and agents was adopted and put in force July 20th. This agreement was signed by 145 companies and 105 agents. Under it deposits amounting to some \$18,600 were placed in the hands of the treasurer. The agreement provided for the issuing of certificates

to brokers and for a stamping office. May 1, 1905, the offices of the association were removed to the 8th floor of the Bullitt building, 131-45 South 4th street. The officers of the association for year 1908-9 are: James A. Payne, chairman; Nathan J. Dunn, vice-chairman; Charles A. Hexamer, C. E., secretary and treasurer; John H. Keeney, assistant secretary. The executive committee consists of the following: to serve one year, James A. Payne, Richard N. Kelly, Jr., Hampton L. Warner; two years, Eugene L. Ellison, Nathan J. Dunn, Robert M. Coyle; three years, J. B. Kremer, Chas. Platt, Jr., E. J. Durban.

PHILADELPHIA LIFE INSURANCE COMPANY, Philadelphia, Pa. Organized 1906; capital, \$560,850. Andrew J. Maloney, president; William H. Hubbard, secretary.

PHILADELPHIA MANUFACTURERS MUTUAL FIRE INSURANCE COMPANY, Philadelphia, Pa. Organized 1880. Edwin I. Atlee, president; Richard H. Morris, secretary.

PHILADELPHIA UNDERWRITERS, composed of the Insurance Company of North America and the Fire Association of Philadelphia. Issue joint policies. J. F. Downing, general agent western department, Erie, Pa.; W. A. Holman, manager middle department, Philadelphia; Kimball & Parker, managers New England states, Hartford; E. S. Gay, manager southern states, Atlanta, Ga.; Trezevant & Cochran, general agents Texas, Dallas.

PHILLIPS, HENRY M., former vice-president of the Massachusetts Mutual Life Insurance Company, was born at Athol, Mass., in 1845. He was two years at Norwich University, Vermont, but the war breaking out when he was but sixteen years old he entered the Union army, serving through a large part of the war. He took up his residence at Springfield, Mass., where he became interested in several financial institutions, among them the Massachusetts Mutual Life, of which he was elected a director, and subsequently a member of the executive committee. Colonel Phillips was a member of the Massachusetts house of representatives two years, state senator two years, mayor of Springfield from 1883 to 1886, postmaster of that city in 1890, and state treasurer of Massachusetts in 1894 and 1895. He resigned from the latter office to become secretary of the insurance company when a vacancy was created by the election of John A. Hall to the presidency. He succeeded Mr. J. H. Appleton, deceased, as vice-president in 1904 and resigned his connection with the company December 31, 1908.

PHŒNIX ASSURANCE COMPANY of London. This company was established in 1782. It was the first English company to establish an agency in the United States, Israel Whelen being its agent in Philadelphia as early as 1804. In 1810 an act was passed by the Pennsylvania legislature prohibiting all insurance by foreign corporations, co-partnerships, or persons not citizens of the United States, and the

Phoenix withdrew. It returned again in 1879. Prior to its return it had some reinsurance contracts, so that it sustained losses of \$500,000 in Chicago in 1871, and \$250,000 in Boston in 1872. The Phoenix is a notable exception to the general history of companies founded upon a grievance, in that it has been successful. It was founded by the sugar bakers of London, because of the high rates charged that industry by the other offices. Before the war of 1812 the Phoenix had agencies established in several of the southern states, as well as in New York and Philadelphia, and in the West Indies. In 1807 it sustained losses in St. Thomas of \$1,000,000, and in 1842, in the great fire at Hamburg, Germany, it lost the then unprecedented sum of \$1,080,000. Since it returned to this country the Phoenix has received in the United States premiums amounting to \$53,785,593, and has paid in losses \$35,876,665. It does an agency business throughout the states, and in 1908 wrote \$287,327,904 of insurance, the premiums of which were \$3,234,593. Alexander D. Irving is the American manager; L. P. Bayard, assistant manager; and A. D. Irving, Jr., secretary. M. F. Driscoll is in charge of the western department at Chicago, and W. Irving is the Pacific coast representative—all reporting to the head office in New York.

PHENIX FIRE AND MARINE INSURANCE COMPANY
Memphis, Tenn. Organized 1881; capital, \$100,000. H. M. Neely, president; Jno. D. Kelly, secretary.

PHENIX INSURANCE COMPANY OF HARTFORD, CONN. Organized 1854; capital, \$2,000,000. D. W. C. Skilton, president; Edward Milligan, vice-president; John B. Knox and Thos. C. Temple, secretaries.

PHENIX MUTUAL LIFE INSURANCE COMPANY of Hartford, Conn., was chartered by the Connecticut legislature in May, 1851. John M. Holcombe, president; William A. Moore, first vice-president; Archibald A. Welch, second vice-president and actuary; Silas H. Cornwell, secretary.

This company issues all of the desirable forms of policies known to modern life insurance. Its policies are brief, clear, and liberal, with endorsed values covering every contingency.

PHENIX PREFERRED ACCIDENT INSURANCE COMPANY, DETROIT, MICH. Organized 1905; capital, \$100,000. L. O. Chatfield, president; W. H. Chatfield, secretary.

PIEDMONT FIRE INSURANCE COMPANY, Charlotte, N. C. Capital, \$50,000. Henry H. McAden, president; A. L. Smith, secretary. Eug. H. Chisholm, manager.

PIERSON, ISRAEL C., insurance journalist and formerly actuary of the Washington Life Insurance Company. [See Death Roll.]

PINKNEY, ARTHUR E., independent fire insurance adjuster, is a native of Missouri, and was born in the town of Louisiana in

that state August 26, 1855. He was educated as a lawyer and practiced his profession from 1876 to 1882. His service in the fire insurance business has been as follows: Special agent of the Springfield Fire and Marine in Dakota from March, 1884, to December, 1885; special agent for the Fireman's Fund of San Francisco for Missouri and Kansas from the latter date to July, 1891; state agent of the Phenix for Missouri from July, 1891, to January 1, 1900; president of the Sunflower Club of Kansas from its organization in March, 1890, to July, 1891; president of the Fire Underwriters' Association of Missouri from June, 1892, to September, 1893. He was a member of the executive committee of the Missouri Association from September, 1893, to the time of the disbanding of the association in September, 1899. Mr. Pinkney was a member of the board of directors of the Fire Underwriters' Association of the Northwest, 1893-1894, and 1897-1898.

PIPKIN, SAMUEL JAMES, general manager and secretary of the Atlas Assurance Company of London. (home office). He began his business life in the counting-house of a shot factory at Lambeth remaining until 1866, when he obtained a position with a prominent firm of London accountants. Two years later he entered the Atlas office as a junior clerk in the fire department. In 1873 he accepted the post of directors' auditor in the Commercial Union of London, and in 1881 he was advanced to the secretaryship of that company. On the retirement of Secretary Ray of the Atlas, in 1884, Mr. Pipkin returned to his old company to fill the vacancy as chief officer, with the title of secretary. During his tenure of office he has made many developments, notably the opening of branches, the extension of the foreign business, and the movements generally calculated to bring the office into front rank. In the early part of 1896 his directors appointed him general manager. Mr. Pipkin is a fellow of the Royal Geographical Society, a trustee and the treasurer of the Society for the Prevention of Loss of Life by Fire, chairman of the London Salvage Corps, and chairman of the Insurance Clerks' Orphanage.

PITTSBURGH CASUALTY COMPANY, Pittsburgh, Pa. Organized 1908, capital, \$100,000. James J. Haines, Jr., president; John M. Boggs, secretary and general manager.

PITTSBURG INSURANCE COMPANY, Pittsburg, Pa. Organized 1851; capital, \$100,000. R. J. Wilson, president; R. J. McKnight, secretary.

PITTSBURG LIFE AND TRUST COMPANY of Pittsburg. Organized in 1902; capital, \$1,000,000. W. C. Baldwin, president; James H. Mahan, secretary.

PITTSBURG LIFE UNDERWRITERS' ASSOCIATION was organized March 2, 1886. The president and secretary for 1899-1900 were: William S. Stimmel, president; W. M. Wood, secretary. The present officers, who were elected at the annual meet-

ing held in March, 1909, are: President, D. Bates Bell, Travelers; vice-presidents, A. S. E. Kinsey, Metropolitan Life, and A. Burt Brown, Aetna; secretary, C. A. Foehl, Prudential; treasurer, William M. Duff, Equitable Life; executive committee: J. C. Biggart, Penn Mutual; W. M. Wood, United States Life; E. R. Putnam, Phoenix Mutual; J. M. Dalbey, Mutual Life; J. R. Brown, State Mutual; W. M. Furey, Berkshire Life; C. W. Scovel, Pittsburgh Life & Trust; J. J. Tillinghast, Mutual Benefit; G. C. Wells, Provident Life & Trust, and R. A. Clark.

PITTSBURG UNDERWRITERS, Pittsburgh, Pa. The policies of this organization are guaranteed by the Ben Franklin, Humboldt, National, and Teutonia Insurance Companies of Allegheny, Pa., and the Allemannia Insurance Company of Pittsburgh. Irvan Necker-man, manager.

PLATE GLASS INSURANCE BUSINESS. The following is a statement of the transactions in plate glass insurance in 1908.

Companies.	Net Premiums Received.	Net Losses Paid.
Aetna Accident & Liability	\$ 129	.....
Aetna Indemnity	110,526	\$37,897
American Casualty	15,301	5,367
Casualty Company of America	128,864	51,793
Empire State Surety	72,728	41,288
Fidelity and Casualty	365,914	131,055
Lloyds Plate Glass	503,120	184,327
Maryland Casualty	268,115	115,348
Metropolitan Casualty	470,906	164,733
New Amsterdam Casualty	90,784	37,764
New Jersey Plate Glass	294,281	108,484
New York Plate Glass	523,416	222,753
Pacific Coast Casualty	17,430	6,266
Pacific Surety	30,683	11,979
Pennsylvania Casualty	85,477	34,830
People's Surety .....	.....	3,190
Philadelphia Casualty	143,356	58,652
Pittsburgh Casualty	2,217	3
United States Plate Glass	28,981	8,861
United Surety	17,330	4,726
Total, 1908.....	\$3,168,958	1,229,316
Totals, 1907.....	\$2,845,158	\$1,196,127
" 1906.....	2,624,232	1,017,316
" 1905.....	2,402,108	785,158
" 1904.....	2,241,897	746,027
" 1903.....	1,961,755	668,804
" 1902.....	1,977,804	661,192
" 1901.....	1,888,262	767,728
" 1900.....	1,568,251	767,537
" 1899.....	1,357,750	681,720
" 1898.....	1,299,137	485,708
" 1897.....	1,325,978	394,427
" 1896.....	1,278,347	490,938

PLATT, CHARLES, late president of the Insurance Company of North America, was born February 16, 1829. He was graduated with high honors from the University of Pennsylvania when eighteen years old, and turned his attention to practical affairs by entering the business house of his father, William Platt of Philadelphia, who was extensively engaged in the China trade. He sailed in one of his father's ships to Canton, where he passed some time acquiring a knowledge of the business. Returning home in 1850, he was admitted a partner in his father's firm. Ten years later he was elected secretary of the Insurance Company of North America. In 1869 he was vice-president, and in 1878 elected president. Mr. Platt had a wide knowledge of marine as well as of fire insurance, and was president of the National Board of Marine Underwriters, and also of the Philadelphia Board of Marine Underwriters. He was active in scientific and charity matters in Philadelphia, being president for the Zoölogical Society, of the Harbor Commission, and of the Children's Hospital. Mr. Platt died January 23, 1909.

PLATT, JOHN OSGOOD, assistant secretary of the Insurance Company of North America, was born in New York city, June 21, 1874. He received a private school education, and began his business career in fire insurance. He is manager of the Children's Hospital, Philadelphia.

PLUMMER, EVERETT H., Philadelphia general agent of the Berkshire Life Insurance Company, was born in that city June 2, 1855. After graduating from the Philadelphia Central High School in 1873, he entered the office of the Berkshire Life in Philadelphia as an office boy. In 1880 he became general agent for eastern Pennsylvania, a position which he now holds. Mr. Plummer was the first secretary of the National Association of Life Underwriters, and after serving four consecutive years was elected president June, 1894. He was also the first secretary of the Philadelphia Association of Life Underwriters, serving four consecutive years, when he was chosen president for two years, 1894 and 1895. At the present time he is a member of the executive committee of the National Association of Life Underwriters, and the Philadelphia Association of Life Underwriters.

PLYER, GEORGE G., special agent of the Continental Insurance Company for the middle department with headquarters at Pittsburg, Pa., was born in the city of New York in 1867. He was graduated as a mechanical engineer from the Stevens Institute of Technology in 1889, and three years later entered the service of the Lancashire in 1892 as a special inspector for the general American department of the company. He became special agent in 1893 for the middle department, with headquarters at Philadelphia, and held that post at the recent withdrawal of the Lancashire, when he entered the service of the Continental.

PLYMPTON, NOAH A., one of the New England managers for the Penn Mutual Life, is a descendant of old Massachusetts

Puritan stock, as his family name indicates, and was born at Shrewsbury in that state September 7, 1841. He was educated in the common schools and learned the trade of watchmaker and jeweler. In 1880 he was a local insurance agent at Worcester, Mass., and in 1881 the Boston general agent of the Penn Mutual Life. In 1884 the firm of Plympton & Bunting of Boston, of which he is senior member, were appointed New England managers for the Penn Mutual, their special jurisdiction being over the states of New Hampshire, Massachusetts, Rhode Island, and Vermont. He was elected a director of the company in 1886, and is chairman of the committee on the medical department. Mr. Plympton was for a time quite prominent in Massachusetts politics. He was chairman of the executive committee of the Democratic State Central Committee in 1882-83, having entire charge of the Butler campaigns. When General Butler was governor he nominated Mr. Plympton for state insurance commissioner, but the executive council failed to confirm the appointment by a strict party vote. Commissioner Tarbox appointed him department examiner. He was president of the Boston Life Underwriters' Association in 1894.

POLICY FORMS AND LAWS. Under this heading will be found the laws regulating the forms of policies of fire insurance adopted by the various states, with a history of the legislation on the subject, and, second, a description of the various forms of policies in use by life insurance companies. [For full text of forms of life policies, see annual *Cyclopedia of Insurance* for 1892-3; and for the text of policies since introduced, see subsequent volumes.]

HISTORY OF THE STANDARD POLICY.

Agitation for a uniform policy began almost in the infancy of what may be called the modern practice of fire underwriting. In the records of the Salamander Society of New York, which was an organization of local fire insurance companies in 1821, and the forerunner of the New York Board of Fire Underwriters, allusion is made to the appointment of a special committee to draft a form. This committee reported to the association June 19, 1821, with a proposed form, which, after it had been submitted to the directors of the company separately, and had received their approval, was adopted and came into general use. It was the model upon which all subsequent improved policies were made in the United States.

The National Board of Fire Underwriters was organized in 1866, and the very first subject which claimed its attention after it convened was a form of policy, the board resolving, "that this board recommend to the executive committee to draft a fire policy to be used by all fire insurance companies belonging to this association." A form was reported to the board at its second annual meeting, in 1868, and adopted. Although the subject of a uniform standard policy to become obligatory was stirred up in the legislatures of New York and Massachusetts several years prior to this, Connecticut appears to have been the first state actually to adopt a law re-

quiring a standard form, which was in 1867. The text of this law, the first of its kind, was as follows, it being Chapter 121 of the session laws of 1867:

Section 1. That all policies of insurance issued by fire insurance companies of this State, after the thirtieth day of September next, shall contain in the printed forms annexed uniform conditions as to the risks on which the insurance is based, said conditions to be approved by the general insurance commissioner of the State, and no conditions except those so approved, not written in full in the body of the policy, shall be valid.

Section 2. No foreign fire insurance company doing business in this State shall issue policies to citizens thereof, embodying *printed conditions*, not contained in the forms authorized by said commissioner for policies of companies incorporated in this State.

Section 3. Any insurance company or agent thereof violating any of the provisions of this act shall be liable to a penalty equal to double the amount of premium charged on the risk on which (the) policy is issued.

There was much opposition to the enforcement of this law from fire underwriters, and a committee of the national board went to New Haven to see Insurance Commissioner Noyes and lodge with him a formal protest. The result was that the law was repealed as soon as the legislature of 1868 assembled.

CONNECTICUT. The act of 1893 directs that no fire insurance company shall issue fire insurance policies on property in this state other than those of the standard form filed in the office of the secretary of state, known and designated as the "Standard Fire Insurance Policy of the State of Connecticut," except as follows:

A company may print on or in its policies its name, location, and date of incorporation, the amount of its paid-up capital stock, the names of its officers and agents, the number and date of the policy, and, if it be issued through an agent, the words, "This policy shall not be valid until countersigned by the duly authorized manager or agent of the company at . . .," and after the words "Standard Fire Insurance Policy of the State of Connecticut," on the back of the form, the names of such other States as have adopted this standard form.

A company may use in its policies written or printed forms of description and specifications of the property insured.

A company insuring against damage by lightning may print in the clause enumerating the perils insured against, the additional words, "also any damage by lightning whether fire ensues or not," and, in the clause providing for an apportionment of loss in case of other insurance, the words, "whether by fire, lightning, or both."

A company may write upon the margin or across the face of the policy, or write or print in type not smaller than long primer, upon separate slips or riders to be attached thereto, provisions adding to or modifying those contained in the standard form; and all such slips, riders, and provisions must be signed by the officer or agents of the company so using them.

Every mutual company shall cause to appear in the body of its policy the total amount for which the assured may be liable under the charter of said company.

The said standard form of policy shall be plainly printed, and no portion thereof shall be in type smaller than the type used in printing the said form on file in the office of the secretary of state, and shall be as follows, to wit:

The form prescribed is an exact copy of the New York standard form. The act also provides that a company willfully violating the law by issuing a policy shall be punished by a fine of not less than \$50 nor more than \$200 for each offense, but such policy shall never-

theless be binding on the company issuing the same. The act took effect January 1, 1894.

IOWA. The Iowa legislature of 1897 adopted a new insurance code, and it became necessary to make such changes in the New York standard form of fire insurance policy which had been used in the state as would make it conform to the provisions of the new law. A special committee of fire underwriters prepared the revised form. [For full text see Cyclopedica for 1897-98.] The legislature of 1907 enacted a new standard form, which in terms and conditions is similar to the Oregon form. (See Cyclopedica for 1906-7.)

MAINE. The act of 1895 provided for the use of a standard policy, which should be as closely as practicable a copy of the Massachusetts standard policy. An attempt in 1903 and 1905 to eliminate the arbitration clause from the policy in accordance with the recommendation of the National Commission for Uniform Legislation was the occasion of protracted debates, and was finally defeated. The legislature of 1905 amended the standard form by striking out the word "forthwith" in the paragraph relating to notice of loss and substituting therefor the words, "within a reasonable time," so that said paragraph as amended reads as follows: "In case of loss or damage under this policy a statement in writing, signed and sworn to by the insured, shall be within a reasonable time rendered to the company," etc.

MASSACHUSETTS. It remained for Massachusetts to present the first form of policy deriving its existence from a state government. This form was adopted by the legislature of 1873, and it continued in force without amendment until 1880, when numerous changes were made, and it was again altered in 1881. Under the revision of the insurance laws in 1887 the Massachusetts form, further modified, became a part of the code. All policies may bear at the top the words, "Massachusetts standard policy." The name of the company, location, date of incorporation, amount of paid-up stock, names of officers and agents, number and date of policy, and if issued by an agent the words, "This policy shall not be valid until countersigned by the duly authorized agent of the company at ———," may also appear on the policy. Printed forms of description may be used, a lightning clause may be added, and any words required by law or its charter may be incorporated. Riders may be attached and signed, modifying any of the provisions of the policy. With these exceptions, the text must be in type, not smaller than long primer. [See Cyclopedica for 1895-96 for full text of this policy.]

The legislature in 1905 amended the standard form to provide that the word "noon" as used therein should be construed to mean the noon of the standard time of the place where the risk is located.

MICHIGAN. The Michigan legislature in 1881 passed an act providing for a commission composed of the attorney-general, the insurance commissioner, and "some suitable person" to be appointed

by the governor, to prepare a standard form of fire insurance policy, and to report the same to the insurance commissioner, who should thereupon claim it to be the only policy form lawfully in use in Michigan. The commission held meetings and consulted with fire underwriters, and adopted a form, which, however, was not reported, and the matter drifted along until 1888, when the governor appointed a new commission, which, after consultation with the National Board of Fire Underwriters, agreed on the New York standard policy, with three changes. This form went into effect in Michigan July 1, 1889. The changes were the insertion of the words in parentheses in the following clauses:

If an application, survey, plan, or description of property be referred to in this policy, it shall be a part of this contract and a warranty by the insured (as to material facts).

In any matter relating to (the procuring of) this insurance no person, unless duly authorized in writing, shall be deemed the agent of this company.

And where the New York form says that the award of two appraisers shall "determine" the amount of loss, the Michigan form says that it shall "be *prima facie* evidence of the amount of loss."

The legislature of 1897 passed an act providing that no policy of fire insurance shall hereafter be declared void by the company for the breach of any condition of the policy if the insurer has not been injured by such breach, or where a loss has not occurred during such breach or by reason of such breach of condition. If a building that is insured, whether intended for occupancy by owner or tenant, becomes vacant or unoccupied and so remains for ten days or longer without the consent of the company endorsed on the policy, such vacancy shall not void such policy of insurance, except a loss occur while said building remains so vacant or unoccupied.

Section three reads:

There shall hereafter be inserted in or by stamp or rider affixed upon the standard form of insurance policies used in this State, after the clause which contains the conditions of a breach of which without the consent of the company endorsed thereon the policy is declared void, a proviso in substance as follows: "Provided, a loss shall occur on the property insured while such breach of condition continues, or such breach of condition is the primary or contributory cause of the loss."

The act creating the commission to prescribe a standard form was declared invalid by the Michigan Supreme Court in 1905, and the legislature of that year enacted the form that had been in use as prescribed by the commission.

MINNESOTA. The Minnesota legislature passed a uniform fire insurance policy law in 1889; the insurance commissioner adopted and filed the New York form without alteration, and it became the only lawful policy in the state on December 31, 1889. But in 1895, in consequence of the decision of the Pennsylvania Supreme Court that the act of that state creating the standard policy was void for unconstitutionality, doubt arose as to the constitutionality of the Minnesota law, which was of like character; and accordingly

the legislature of 1895, in passing an act to revise and codify the insurance laws of the state, inserted therein a standard form of policy to be used in the state henceforth. The Massachusetts standard form, however, was adopted, instead of the New York form previously in use, modified so as not to conflict with the provisions of the valued-policy clause, which was a part of the same general act.

In the clause reading "the amount of said loss or damage to be estimated according to the actual value of the property insured at the time when such loss or damage happens [except in case of total loss on buildings], but not to include loss or damage caused by explosion of any kind unless fire ensues, and then to include that caused by fire only," the words printed in brackets were new.

So in the following clause in the new Minnesota form the words in brackets are not in the original Massachusetts form:

In case of any loss or damage under this policy a statement in writing, signed and sworn to by the insured, shall forthwith be rendered to the company, setting forth the value of the property insured [except in case of total loss on buildings the value of said buildings need not be stated].

If there shall be any other insurance on the property insured, whether prior or subsequent, the insured shall recover on this policy no greater proportion of the loss [except in case of total loss on buildings] sustained than the sum hereby insured bears to the whole amount insured thereon.

In case of loss [except in case of total loss on buildings] under this policy, and a failure of the parties to agree as to the amount of loss, etc.

This form of policy, the law directed, should go into effect October 1, 1895. The law, however, permitted the use of riders to explain and modify the policy, and the fire underwriters doing business in the state prepared a general rider (which substantially embraced the features of the New York standard policy form), and submitted it to the consideration of the insurance commissioner of Minnesota September 21, 1895. Both the insurance commissioner and attorney-general expressed the opinion that the rider was legal and unobjectionable, and by direction of the committee of fire underwriters which prepared the said rider it was, on and after the date when the policy took effect, attached to and became a part thereof.

The legislature of 1897 amended the law of 1895 by prohibiting the use of the coinsurance rider or forms of any kind in the standard policy except such as are specially stipulated in the act approved April 23, 1897.

The legislature of 1909, enacted legislation prescribing forms of riders to be used in connection with the standard form. The riders or permits must be printed in type not smaller than long primer, and the use of riders other than those prescribed is made a misdemeanor.

MISSOURI. The act of March 18, 1895, provided that fire insurance companies doing business in the state shall, before January 1, 1896, agree upon a uniform policy which, if approved by the superintendent of insurance, shall be the only form of policy in use in the state after January 1, 1896. The conditions attached to the

issuance of the policy by the act will be found among the laws of the states directing the use of a standard policy, printed under the sub-caption of "Missouri" further on. A policy form was duly prepared, but as the insurance superintendent was enjoined by the courts from approving the policy, and the injunction was in force on January 1, 1896, the policy did not take effect.

NORTH CAROLINA. Section 6 of the insurance act of 1893 was as follows, in full:

Section 6. The "standard fire insurance policy," as prescribed and set out in Section 121 of the insurance laws of New York, shall be exclusively used in this State by all fire insurance companies from and after May 1, 1893. The secretary of state shall keep a form of said policy on file in his office for comparison and inspection.

The legislature of 1899 passed an act "to regulate fire insurance and other companies." Section 43 reads:

Section 43. No fire insurance company shall issue fire insurance policies on property in this state other than those of the standard form filed in the office of the insurance commissioner of this state, known and designated as the Standard Fire Insurance Policy of the State of North Carolina, etc.

Then follows the New York standard form of policy, with the exceptions thereto.

NEW HAMPSHIRE. In 1885 the legislature passed a law directing the insurance commissioner to prepare a standard form of policy "for companies insuring property in this state." The rules to be observed were those of the Massachusetts law. The Massachusetts form had to be varied somewhat to comply with the New Hampshire laws, but it was, in the main, the same,

Portions of the laws which are to be printed on the back of the policy, and which are made a part of the contract, are: Chapter 13 of the Laws of New Hampshire, 1879; Chapter 172 of the General Laws of New Hampshire and Chapter 73 of the laws of 1885.

NEW JERSEY. The act of 1892 provides that the commissioner of banking and insurance "shall prepare a printed form in blank of a contract or policy of fire insurance, together with such provisions, agreements, or conditions as may be indorsed thereon or added thereto, and form a part of such contract or policy, and file the same in the office of the secretary of state on or before July 1, 1892, similar in all respects, except as hereinafter mentioned, to the contract or policy provided by law for the states of Pennsylvania and New York, and such form when filed shall be known and designated as The Standard Fire Insurance Policy of the States of New York, Pennsylvania, and New Jersey." The exception referred to above has reference only to the changes in phraseology necessary to make the policy applicable to New Jersey.

NEW YORK. In its session of 1886 the New York legislature passed an act (Chapter 488) to provide for a uniform contract or policy of fire insurance, requiring the insurance superintendent to

prepare such a policy, unless the New York Board of Fire Underwriters should, on or before October 15, 1886, file a form. The board undertook the task immediately upon the passage of the law, and what is now known as the "Standard Fire Insurance Policy of the State of New York," was prepared and duly filed within the time specified. The Massachusetts standard was the model for New Hampshire, but the underwriters of New York believed that they could better it, and so, calling to their counsels all the help that they could, the committee of the New York board spent months of hard work in reconciling differences and preparing what has been the model upon which all subsequent "standard forms" have been made. [See Cyclopaedia, 1895-6.]

Unlike the Massachusetts and New Hampshire forms, this form does not permit riders which may change any conditions of the policy. Otherwise the law gives the same latitude for changes that are found in the laws of Massachusetts and New Hampshire. All variations from the prescribed form are provided for in modifying "clauses," which, if attached, are a part of the policy and cannot be altered. These are: Application and Survey Clause, Percentage Value Clause, Percentage Value Clause for Application to Specific Items of Policy Assessment, Instalment or Credit Clause, Co-insurance Clause, Coinsurance Clause for Application to Specific Items of Policy, Coinsurance Clause for Floating Policy, Percentage Co-insurance Clause, Percentage Clause for Application to Specific Items of Policy, Percentage Co-insurance, and Limitation Clause, Percentage Coinsurance and Limitation Clause for Application to Specific Items of Policy, Mortgage Clause, Mortgage Clause when Owner has no Interest in the Insurance, Mortgage Clause with Full Contribution, Condition as to Incumbrances, Lightning Clause.

Three additional clauses were filed by the New York Board of Fire Underwriters January 1, 1902, to wit: Average Clause, Average Clause with Exemption of Special Inventory or Appraisement in Certain Cases, Clause Forbidding the Use of Electricity.

This policy became the only one lawfully in use in the state of New York on and after May 1, 1887.

By Chapter 106 of the Acts of 1903 it was made unlawful for Lloyds associations to stamp or print on the policies any words which might tend to convey the impression that such policies are in form or substance the standard form of fire insurance policy.

NORTH DAKOTA. The North Dakota uniform policy, a copy of the New York form, went into force October 1, 1890, as previously stated.

WISCONSIN. The law of this state, passed in 1891, directed the commissioner of insurance to prepare and file on or before July 1, 1891, a standard policy which shall "conform to the type and form of the New York standard fire insurance policy; provided, however, that five days' notice of cancellation by the company shall be given and provided that proof of loss shall be made within sixty days after a fire." This policy went into force September 1,

1891. A variation from the New York form was necessary to cover the valued-policy law of Wisconsin, and was so worded that should that law be repealed there would not need to be any change in the form. It read: "Except when otherwise provided by statute, this company shall not be liable beyond the actual cash value." The words of the New York form, "in any matter relating to this insurance no person, unless duly authorized in writing, shall be deemed the agent of this company" were left out because the statutes of Wisconsin, Section 1977, state what shall constitute agency. The only other deviation from the New York form was the omission of the paragraph:

No suit or action on this policy, for the recovery of any claim, shall be sustainable in any court of law or equity until after the full compliance by the insured with all the foregoing requirements, nor unless commenced within twelve months next after the fire.

This was omitted in deference to the Wisconsin statute of limitations.

In 1895, considering that the late decision of the Supreme Court of Pennsylvania, if followed in other states, might render this policy void for unconstitutionality, the legislature at its session of 1895 undertook to cure this possible defect by re-enacting the law in proper form. It made, in doing so, some rather material changes from the New York form.

The old form read that claims were "payable sixty days after due notice, ascertainment, estimate, and satisfactory proof" of the loss has been ascertained. The words "ascertainment," "estimate," and "satisfactory" were stricken out. In the cancellation clause, after the words "five days' notice of such cancellation," there were added "unless during a time in which the hazard shall be increased solely by the act of God, and in such case, and during such time of such increase of hazard, the company shall not cancel this policy except upon sixty days' notice of such cancellation, without the consent of the assured."

The time for rendering a statement of loss, which, in the New York form, may be extended "in writing by this company," was made to read, "by agreement with the company through the local agent or any other authorized agent or any adjuster acting for such company concerning such loss." The disagreement and arbitration and waiver paragraphs were also changed.

There was also added to the last paragraph these words:

Up to the time of the delivery of the policy to assured, in all transactions relating to this policy or to the property herein insured, between the assured and any agent of the company, knowledge of the agent shall be knowledge of the company; and in all transactions relating to the subject of insurance, between the insured and any agent of the company after loss, knowledge of the agent shall be knowledge of the company.

The legislation of 1907 amended the standard form by Section 1947 of the statute by adding the following:

. . . This policy shall cover any direct loss or damage caused by lightning (meaning thereby the commonly accepted use of the term lightning, and in

no case to include loss or damage by cyclone, tornado, or windstorm), not exceeding the sum insured, nor the interest of the insured in the property, and subject in all other respects to the terms and conditions of this policy. If there shall be any other insurance on said property this company shall be liable only pro rata with such other insurance for any direct loss by lightning, whether such other insurance be against direct loss by lightning or not.

The form was also amended by addition to Section 1903 of the statutes, permitting the policy to be printed on paper of a size different from that of the printed form filed in the office of the commissioner, which, however, shall not be less than nine inches in width.

RHODE ISLAND. By the act of May 22, 1895, a policy which is a copy of the New York form became the only legal fire insurance policy in use in the state.

SOUTH DAKOTA. The act approved February 17, 1893, provided that the state auditor should prepare a standard form.

The legislature of 1905 provided a standard policy, which directs that no company "shall issue any fire insurance policies on property in this state other than those of the standard form," except as follows:

"A company may print on or in its policies its name, location, and date of incorporation, the amount of its paid-up capital stock, the names of its officers and agents, the number and date of the policy, and, if it be issued through an agent, the words, 'This policy shall not be valid until countersigned by the duly authorized manager or agent of the company at'"

A company may use in its policies written or printed forms of description and specifications of the property insured, including permits for the use of electricity, gasoline or storage of other extra hazardous products or material, also for repairs and improvements, for the operation or leasing to operate, and for the maintenance of sprinkling or other improvements in case of factories or similar risks, also may grant permission for premises to remain vacant.

A company insuring against damage by lightning may print, in the clause enumerating the perils insured against, the additional words, "also any damage by lightning whether fire ensues or not," and, in the clause providing for an apportionment of loss in case of other insurance, the words "whether by fire, lightning, or both."

Printed or written forms of description and specification or schedules of the property covered by any particular policy, and any other matters necessary to clearly express all the facts and conditions of insurance of any particular risk (which facts or conditions shall in no case be inconsistent with or a waiver of any of the provisions or conditions of the standard policy herein provided for) may be written upon or attached or appended to any policy issued on property in the state. The blanks in the form may be filled in either writing or printing, and where a joint policy is issued, this part may be stated, and also the proportion of the premium and liability assumed by each company. The policy is known and designated as the "South Dakota Standard Form," and must be printed in type no smaller than long primer. [See Cyclopedia for 1905-6 for full text of this policy.]

LOUISIANA. The legislature of 1898 adopted a general fire insurance law, in which Section 22 of Article 3 (Act 105 of the laws of 1898) is as follows:

Section 22. Be it further enacted, etc.: No fire insurance company shall issue fire insurance policies on property in this state other than those which shall conform to the requirements of the New York Standard Form of Fire Insurance Policy.

OREGON. The Oregon legislature of 1907 prescribed a standard policy form which went into effect October 1. The act provides that no policy of fire insurance shall be issued on property in the state other than as shall conform to prescribed conditions, which conditions shall be contained upon page two of such policy and form a part of the contract. (See Cyclopedica for 1906-7 for full text of the conditions of the policy.)

Other conditions and provisions not in conflict with the law or public policy may be added but such conditions, so added must be printed in type double the size of the type in which the prescribed conditions are printed and in a different color of ink, and such added conditions must immediately follow the conditions prescribed in the policy.

Section 2 of the act provides that "nothing contained in Section 1 shall be construed as prohibiting any fire insurance company, corporation or association, its officers or agents, from assuming additional fire risks, or granting unto the assured additional permits and privileges with regard to the property thereby assured," and Section 3 makes failure to comply with the act a misdemeanor, and on conviction subject to "a fine of not less than twenty-five dollars nor more than one hundred dollars for the first offense, and of not less than one hundred nor more than two hundred and fifty dollars for each subsequent offense; but any policy so made, issued, and delivered shall, notwithstanding be binding upon the company issuing and insuring the same."

It should be added that many companies have adopted the New York standard for use wherever there is no other compulsory form, so that, with the exception of the slight changes made by the Michigan form, and the special forms in Massachusetts, Maine, New Hampshire, Iowa, Oregon, and Wisconsin, a uniform policy is written by the leading companies all over the United States.

CALIFORNIA. The California legislature of 1909, adopted a standard form of policy, which was drafted by a special commission appointed by act of the legislature, and the law went into effect August 1. The form reads:

IN CONSIDERATION of the stipulations herein named and of dollars premium does insure for the term of from the day of 19...., at noon, to the day of 19.... at noon against all loss or damage by fire, except as hereinafter provided. To an amount not exceeding dollars to the following described property while located and contained as described herein, and not elsewhere, to wit:

The company will not be liable beyond the actual cash value of the interest of the insured in the property at the time of loss or damage nor

exceeding what it would then cost the insured to repair or replace the same with material of like kind and quality; said cash value to be estimated without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating repair or construction of buildings, and without compensation for loss resulting from interruption of business or manufacture.

This policy is made and accepted subject to the foregoing stipulations and conditions and those hereinafter stated, which are hereby specially referred to, and made part of this policy, together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto, and no officer, agent, or other representative of this company shall have power to waive any provision or condition of this policy except by writing endorsed hereon or added hereto, and no person, unless duly authorized in writing, shall be deemed the agent of this company.

This policy shall not be valid until countersigned by the duly authorized agent of the company, at

IN WITNESS WHEREOF, this company has executed and attested these presents (here insert name of company)

by.....
Countersigned at this day of 19.....
.....Agent.

STIPULATIONS AND CONDITIONS SPECIALLY REFERRED TO.

Property not covered. (a) This company shall not be liable for loss to accounts, bills, currency, evidences of debt or ownership or other documents, money, notes or securities; nor, (b) unless liability is specifically assumed hereon, for loss to bullion, casts, curiosities, drawings, dies, jewels, manuscripts, medals, models, patterns, pictures, scientific apparatus, business or store or office furniture or fixtures, sculptures, frescoes, decorations, or property held on storage or for repair.

Hazards not covered. This company will not be liable for loss by (a) theft; or (b) by neglect of the insured to use all reasonable means to save and preserve the property at and after a fire, or when the property is endangered by fire; or (c) (unless fire ensues, and in that event for the damage by fire only) by explosion of any kind or lightning; or (d) by invasion, insurrection, riot, civil war, or commotion, or (except as hereinafter provided) by military or usurped power, or order of any civil authority, but the company will be liable (unless otherwise provided by endorsement hereon or added hereto) if the property is lost or damaged, by fire or otherwise, by civil authority or military or usurped power exercised to prevent the spread of fire not originating from a cause excepted hereunder and which fire otherwise probably would have caused the loss of or damage to the insured property.

Matters avoiding policy. This entire policy shall be void. (a) if the insured has concealed or misrepresented any material fact or circumstances concerning this insurance or the subject thereof; or, (b) in case of any fraud or false swearing by the insured touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

Unless otherwise provided by agreement endorsed hereon or added hereto, this entire policy shall be void, (a) if the insured now has or shall procure any other insurance, whether valid or not, on property covered in whole or in part by this policy, or (b) if the interest of the insured be other than unconditional and sole ownership, or (c) if the subject of insurance be a building on ground not owned by the insured in fee simple, or (d) if with the knowledge of the insured foreclosure proceedings be commenced or notice given of sale of any property covered by this policy by virtue of any mortgage or trust deed, or (e) if this policy be assigned before a loss.

Matters suspending insurance. Unless otherwise provided by agreement endorsed hereon or added hereto this company shall not be liable for loss or damage occurring (a) while the hazard be materially increased by any means within the control of the insured; or (b) if the subject of insurance be a manufacturing establishment, while it is operated in whole or in part at night later than ten o'clock or while it ceases to be operated beyond the period of ten consecutive days; or (c) while mechanics or artisans are employed in building or altering or repairing the described premises for more than fifteen days at any one time; or (d) while illuminating gas or vapor be generated in the described building (or adjacent thereto) for use there-

in; or (e) while there be kept, used or allowed on the described premises (any usage or custom of trade or manufacture to the contrary notwithstanding) calcium carbide, phosphorus, dynamite, nitroglycerine, fireworks or other explosives; or exceeding one quart each of benzine, gasoline, naphtha or ether; or more than twenty-five pounds of gunpowder; or (f) while a building herein described whether intended for occupation by owner or tenant is vacant or unoccupied beyond the period of ten (10) consecutive days; (g) while the interest in, title to or possession of the subject of insurance is changed excepting:—(1) by the death of the insured; (2) a change of occupancy of building without material increase of hazard; and (3) transfer by one or more several co-partners or co-owners to the others.

Such suspension shall not extend the term of this policy nor create any right for refund of the whole or any portion of premium, nor affect the respective rights of cancellation.

Chattel mortgage. Unless otherwise provided by agreement in writing endorsed hereon or added hereto this company shall not be liable for loss or damage to any property insured hereunder while encumbered by a chattel mortgage, but the liability of the company upon other property hereby insured shall not be affected by such chattel mortgage.

Fallen building clause. Unless otherwise provided by agreement endorsed hereon or added hereto, if a building or any material part thereof, fall, except as the result of fire, all insurance by this policy on such building or its contents shall immediately cease.

Removal when endangered by fire. Should any of said property be necessarily removed because of danger from fire, and there is no other insurance thereon, that part of this policy in excess of the value of the insured property remaining in the original location, or, if there is other insurance thereon, that part of this policy in excess of its proportion of the value of the insured property remaining in the original location, shall, for the ensuing five days only, cover said removed property in its new location or locations.

Cancellation. This policy shall be cancelled at any time at the request of the insured, in which case the company shall, upon surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time, without tender of unearned portion of premium, by the company by giving five (5) days' written notice of cancellation to the insured and to any mortgage or other party to whom, with the written consent of the company, this policy is made payable, in which case the company shall, upon surrender of the policy or relinquishment of liability thereunder, refund the excess of paid premium above the pro rata premium for the expired time.

Duty of insured in case of loss. When a loss occurs the insured must give to this company written notice thereof without unnecessary delay; and shall protect the property from further damage; forthwith separate the damaged and undamaged personal property and put it in the best possible order; and without unnecessary delay make a complete inventory stating as far as possible the quantity and cost of each article, and the amount claimed thereon.

Within sixty days after the commencement of the fire the insured shall render to the company at its main office in California named herein preliminary proof of loss consisting of a written statement signed and sworn to by him setting forth:—(a) his knowledge and belief as to the origin of the fire; (b) the interest of the insured and of all others in the property; (c) the cash value of the different articles or properties and the amount of loss thereon; (d) all incumbrances thereon; (e) all other insurance, whether valid or not, covering any of said articles or properties; (f) a copy of the descriptions and schedules in all other policies unless similar to this policy, and in that event, a statement as to the amounts for which the different articles or properties are insured in each of the other policies; (g) any changes of title, use, occupation, location or possession of said property since the issuance of this policy; (h) by whom and for what purpose any building herein described, and the several parts thereof, were occupied at the time of the fire.

If the company claims that the preliminary proof of loss is defective and within five days after the receipt thereof (without admitting the amount of loss or any part thereof) notifies in writing the insured, or the party making such proof of loss, of the alleged defects (specifically stating them) and requests that they be remedied by verified amendments the insured or such party within ten days after the receipt of such notification and request must

comply therewith or, if unable so to do, present to the company an affidavit to that effect.

The insured shall also furnish, if requested, as far as it is practicable to obtain the same, verified plans and specifications of any buildings, fixtures or machinery destroyed or damaged; and the insured shall exhibit to any person designated in writing by this company all that remains of any property herein described and shall submit to examination under oath, as often as required, by any such person, and subscribe to the testimony so given and shall produce to such person for examination all books of accounts, bills, invoices and other vouchers, and permit extracts and copies thereof to be made, and in case the originals are lost certified copies, if obtainable, shall be produced.

Ascertainment of amount of loss. This company shall be deemed to have assented to the amount of the loss claimed by the insured in his preliminary proof of loss, unless within twenty-days after the receipt thereof, or, if verified amendments have been requested, within twenty days after their receipt, or within twenty days after the receipt of an affidavit that the insured is unable to furnish such amendments, the company shall notify the insured in writing of its partial or total disagreement with the amount of loss claimed by him and shall also notify him in writing of the amount of loss, if any, the company admits on each of the different articles or properties set forth in the preliminary proof or amendments thereto.

If the insured and this company fail to agree, in whole or in part, as to the amount of loss within ten days after such notification, this company shall forthwith demand in writing an appraisal of the loss or part of loss as to which there is a disagreement and shall name a competent and disinterested appraiser, and the insured within five days after receipt of such demand and name, shall appoint a competent and disinterested appraiser and notify the company thereof in writing, and the two so chosen shall before commencing the appraisal, select a competent and disinterested umpire.

The appraisers together shall estimate and appraise the loss or part of loss as to which there is a disagreement, stating separately the sound value and damage, and if they fail to agree they shall submit their differences to the umpire, and the award in writing duly verified of any two shall determine the amount or amounts of such loss.

The parties to the appraisal shall pay the appraisers respectively appointed by them and shall bear equally the expense of the appraisal and the charges of the umpire.

If for any reason not attributable to the insured, or to the appraiser appointed by him, an appraisal is not had and completed within ninety days after said preliminary proof of loss is received by this company, the insured is not to be prejudiced by the failure to make an appraisal, and may prove the amount of his loss in an action brought without such appraisal.

Options of company in case of loss. This company may, at its option take all or any part of the property for which insurance hereunder is claimed at its ascertained or appraised value, and may also, at its option, in satisfaction of its liability hereunder, repair, rebuild or replace any building or structure or machine or machinery used therein, with other of like kind and quality, within a reasonable time, upon giving notice within twenty days of its intention so to do after the receipt by it of the preliminary proof or loss, or, if verified amendments have been requested, within twenty days after their receipt, or within twenty days after the receipt of an affidavit that the insured is unable to furnish such amendments.

There can be no abandonment to this company of any property.

Apportionment of loss. This company shall not be liable under this policy for a greater proportion of any loss on the described property, or for loss by, and expenses of, removal from the premises endangered by fire, than the amount hereby insured bears to the entire insurance covering such property whether valid or not, or by solvent or insolvent insurers.

Loss when payable. A loss hereunder shall be payable in thirty days after the amount thereof has been ascertained either by agreement or by appraisal; but if such ascertainment is not had or made within sixty days after the receipt by the company of the preliminary proof of loss, then the loss shall be payable in ninety days after such receipt.

Non-waiver by appraisal or examination. This company shall not be held to have waived any provision or condition of this policy or any forfeiture thereof, by assenting to the amount of the loss or damage or by any require-

ment, act, or proceeding on its part relating to the appraisal or to any examination herein provided for.

Subrogation. If this company shall claim that the fire was caused by the act or neglect of any person or corporation, this company shall, on payment of the loss be subrogated to the extent of such payment to all right or recovery by the insured for the loss resulting therefrom, and such right shall be assigned to this company by the insured on receiving such payment.

Time for commencement of action. No suit or action on this policy for the recovery of any claim shall be sustained, until after full compliance by the insured with all of the foregoing requirements, nor unless begun within fifteen months next after the commencement of the fire.

Definitions. Wherever in this policy the word "insured" occurs, it shall be held to include the legal representatives of the insured in case of his death, and wherever the word "loss" occurs, it shall be deemed the equivalent of "loss or damage," and wherever the words "the time of loss or damage" are used they shall be deemed the equivalent of "the time of the commencement of the fire."

Section 2 of the act provides that there shall be printed on the outside fold of the policy in type not smaller than small pica the words "Read This Policy" followed by a summary of the stipulations and conditions in the policy. It is provided that the provisions regarding appraisal or apportionment of loss may be waived, by special agreement endorsed on the policy or added thereto, and the valuations of all or any of the insured property in case of total loss may be agreed upon in advance of loss. The form shall be plainly printed in type no smaller than "small pica" with subheads in type larger than pica, and the lines shall be numbered consecutively. County insurance companies are exempt from using the form, but all other companies and "any insurers other than corporations" shall use the standard form. The names of the directors and officers, and a statement of financial condition and home office address may be printed on the policy and "also in red ink any provisions respecting any limitation of liability of the company, its stockholders or members which it is required or permitted by the law of the state or country of its organization to insert in its policies." Clauses may be added defining the rights, duties and obligations of mortgagees, assignees and other parties who have or may acquire an interest in the insured property, and sections 8, 9 and 10 provide as follows.

Sec. 8. No clause shall be inserted or rider attached affecting the standard form liability of the insurer for loss or damage by fire occasioned either directly or indirectly by earthquake, hurricane, volcanic action or other disturbance of nature, unless the same shall be printed in red ink in type larger than small pica and at the head of the policy there shall be printed in red ink in large bold faced type the words, "This policy contains limitations of liability not permitted in the California standard form."

Sec. 9. Clauses may be added to the standard form (a) covering property and risks not otherwise covered; (b) assuming greater liability than is otherwise imposed on the insurer; (c) granting insured permits and privileges not otherwise provided; (d) waivers of any of the matters avoiding the policy or suspending the insurance; (e) waivers of any of the requirements imposed on the insured after loss.

Sec. 10. Except as herein otherwise provided clauses may be attached to the standard form by separate riders in type larger than pica imposing specified duties and obligations upon the insured and limiting the liability of the insurer.

Any insurer or the agent countersigning or issuing a policy varying from the standard form except as therein provided is guilty of a misdemeanor, but any policy so issued is binding on the company.

PENALTIES FOR USING OTHER THAN THE STANDARD POLICY.

All but one (North Carolina) of the fourteen states using a standard form of fire insurance policy prescribed penalties for using another form of policy, and all but three (New York, New Hampshire, and North Carolina) make the illegal policy binding on the company issuing it, notwithstanding the violation of law.

The New York standard policy law of 1886 contained a binding clause, but in the revision of the insurance laws by the statutory commission of 1892 this condition was omitted, either by negligence or design.

The laws of New Hampshire and North Carolina do not contain the binding clause.

The Massachusetts, Rhode Island, and Utah laws, after prescribing penalties for the use of a non-standard policy, add, "but such policy shall nevertheless be binding on the company issuing the same," and the South Dakota law adds, "but any policy so made, issued, and delivered, shall be binding upon the company issuing the same."

The binding clause of the Minnesota law is the same as the preceding, but adds thereto "and such company shall thereafter be disqualified from doing business in the state." The North Dakota law also contains this clause, and the South Dakota law also contains this clause but makes it operative in "conviction for second offense."

The New Jersey law has the binding clause of the New York law of 1886, and the laws of Connecticut, Michigan, and Wisconsin have substantially the same.

All the states provide in their laws for substantially the exceptions noted under head of Connecticut.

LIFE INSURANCE POLICIES.

ÆTNA LIFE INSURANCE COMPANY. The company issues all desirable forms of policies; both participating and non-participating. The policies are incontestable after one year, and contain no conditions as to residence or travel, occupation and military or naval service. Suicide within one year, whether sane or insane renders the policy null and void, and thirty-one days grace in the payment of premiums is granted.

Dividends under participating policies are granted annually. Dividends may be received by the insured in cash, or used in reduction of the premium, or applied to the purchase of paid-up additions to the sum insured for which the cash value will subsequently be paid if desired, or may be left with the company to

accumulate at a rate of interest not less than three per cent. per annum; the dividends so accumulated will be paid to the insured whenever desired or may be applied to reduce the number of premiums required or hasten the maturity of the policy.

Participating policies after two years are non-forfeitable, and non-participating policies after three years, (except non-participating endowments of not more than twenty years, these latter after two years), and upon surrender of the original policy within two months from the date of default in payment of premium, a paid-up non-participating policy will be issued, or a cash value will be paid of an amount specified in the policy or if not surrendered extended insurance will be given for a time stipulated in the policy.

If the policy has not been surrendered to the company it may be re-instated within five years after default in payment of premium upon evidence of good health.

If policy is not then assigned, loans will be granted after the second year under participating policies, after the third year under non-participating policies, (except non-participating endowments of not more than twenty years, these latter after the second year) subject to an interest charge not exceeding six per cent. per annum. If a request for the automatic premium loan privilege has been signed by the insured and assignee, if any, the amount of any premium not paid in cash when due or within the days of grace less any dividend applicable thereon, will, without further action by the owners, be loaned by the company in payment of such premium provided such loan with all other indebtedness does not exceed the cash value of the policy.

These policies are issued on female risks at regular rates except that upon ordinary life policies and endowment policies requiring more than twenty-five full years premiums, also upon term policies, an annual extra premium of \$5.00 per \$1,000. of insurance will be charged upon the lives of women under the age of fifty-five, to be discontinued when that age is attained.

The privilege of changing the beneficiary is granted if the policy is not then assigned. The option of having the principal sum paid in 5, 10, 15, 20, 25, 30 or 40 annual instalments, or in 25 annual instalments certain and so long thereafter as the payee may live, or a life annuity is granted. Should the insured become wholly, continuously and permanently unable to perform any work or follow any occupation for compensation or profit, the insurance will continue in force for twelve months thereafter without payment of premium, and at the death of the insured during said twelve months the sum insured will be paid. At the expiration of twelve months after the approval of such proofs, if duly requested, the company will pay in full settlement either the sum insured in twenty equal annual instalments, or an annuity (as per table in policy) during the lifetime of the insured.

BANKERS LIFE INSURANCE COMPANY OF NEBRASKA. The home office of this company is at Lincoln. The company writes "Ordinary

Life," "Twenty Year Distribution," "Participating and Non-participating," "Ordinary Life Continuous Instalment" policies. Ten, fifteen, and twenty payment life, termed "Investment Bonds," endowments, instalments, and return premium policies, and ten year term policies. Except the term policies, all provide for paid-up insurance, cash values and loans, and surplus is not divided until end of stated period. The limit on one life is \$10,000. The company also writes annual dividend policies.

BERKSHIRE LIFE INSURANCE COMPANY. The following is the form of ordinary life policy written by the company.

IN CONSIDERATION of the application for this Policy, which is hereby made a part of this contract, a copy of which application is hereto annexed, and of the payment of premiums as above described, the Berkshire Life Insurance Company promises to pay the Sum Insured, at its Home Office in Pittsfield, Mass., to the beneficiary herein named, upon receipt at its said Home Office of due proof of the death of the insured occurring during the continuance of this Policy; the balance of the premium, if any, for the then current policy year, and any other indebtedness on account of or secured by this Policy, being first deducted therefrom; subject, however, to the insured's right, if any, to change the beneficial interest hereunder, as hereinafter specified, and provided that if no beneficiary shall survive the insured, such payment shall be made to the executors, administrators, or assigns of the said insured.

This Policy will be incontestable after one year from the date of its issue, except for non-payment of premium, or for engaging in military or naval service in time of war without the consent, in writing, of an executive officer of the Company.

The provisions, requirements, and benefits hereinafter stated are hereby referred to and made a part of this Policy.

PROVISIONS, REQUIREMENTS AND BENEFITS.

This policy while in force shall not be modified or altered, except upon the request in writing of the insured, and of other parties in interest, if any, and the approval on behalf of the Company of the President, a Vice-President, or the Secretary. All modifications and alterations shall comply with the legal requirements of the state within which the policy is issued.

This policy and the application therefor constitute the entire contract between the parties. All statements made by the applicant shall, in the absence of fraud, be deemed representations and not warranties, and no such statement shall avoid this policy or be used in defence to a claim under this policy unless it is contained in the application, and a copy of the application is endorsed hereon or attached hereto when the policy is issued.

NON-FORFEITURE BENEFITS.

If any premium on this policy is not paid at the expiration of the days of grace, the Company will keep the policy in force by applying the dividend accumulations to the payment due on the policy, if such accumulations are sufficient to make said payment in full.

Upon default in the payment of any premium, after two full annual premiums have been paid hereon, this policy will be binding upon the Company as participating paid-up insurance of a reduced amount, payable at the same time and on the same conditions as in the original contract; but at any time within thirty days from the date of such default, the insured may elect in lieu of such paid-up insurance, by a writing filed with the Company at its Home Office, to have the insurance continued in force as participating extended term insurance, from the due date of the premium in default, for its original amount and any outstanding paid-up additions, less any indebtedness hereon or secured hereby, but without the right to loans, or may surrender the

policy and, with the written assent of the person to whom it is made payable, receive in cash its value at the time of default, within thirty days of the application therefor.

The values stated in the accompanying table are for even years and apply to this policy, except that if there are outstanding paid-up additions to the policy, the values will be increased in consequence, but if there is any indebtedness to the Company on account of or secured by this policy, the said values will be diminished. If the default occurs after a fractional part of the current year's premium has been paid, the values will be proportionately adjusted.

If this policy becomes paid up for a reduced amount by operation of law, or if extended term insurance is taken hereunder, the insurance will have a cash surrender value which will be its legal net value available within thirty days of the application therefor on legal surrender of the policy.

The policy may be re-instated at any time within three years upon satisfactory proof to the company of insurability and the payment of all overdue premiums or any other indebtedness to the company. The insured is also given the option of having the policy paid in instalments, rather than in one sum; either in limited instalments or continuous instalments, and tables of instalments under each method are printed in the policy. The policy also contains the following: "General provisions to govern and to be incorporated in agreement as may be applicable:"

1st. That any contingent Beneficiary or Beneficiaries shall, upon satisfactory proof of the death of the last surviving Beneficiary, succeed to all the rights and privileges possessed by said Beneficiary at the time of such death, except that under Option B the rights of any contingent Beneficiary shall be limited to such of the first twenty instalments, if any, as remain unpaid at the death of the last surviving Beneficiary.

2nd. That if there be more than one Beneficiary, the rights of any deceased Beneficiary shall pass to the surviving Beneficiary or Beneficiaries upon satisfactory proof of such decease, except that under Option B the rights of the surviving Beneficiary or Beneficiaries shall be limited to such of the first twenty (20) instalments, if any, as remain unpaid at the death of such Beneficiary.

3rd. That at the death of the last surviving Beneficiary, if there be no contingent Beneficiary then living, or at the death of the last surviving contingent Beneficiary occurring subsequently thereto, any of the stipulated instalments under Option A, or any of the first twenty instalments under Option B then remaining unpaid, will be commuted upon the basis of three per cent, compound interest and paid to the executors, administrators or assigns of such last surviving Beneficiary or contingent Beneficiary.

Premiums are payable, in advance, at the Home Office, but will be accepted elsewhere, on or before the date when due, in exchange for the Company's official receipt, signed by the President, or a Vice-President, or the Secretary, and countersigned by the agent authorized to deliver the same. In case of failure to pay any premium when due, or within the grace period, if any, or to pay when due the interest on any premium obligation, the Company's only liability shall be such, if any, as is set forth hereinunder. (See "Non-Forfeiture Benefits.") Subject to the grace provisions of this policy, no premium payment shall continue it in force beyond the date on which the next premium will become due by the terms of this policy or amendments thereto.

After this policy has been in force one year, overdue premiums will be accepted within thirty-one days from the date the premium is due, the policy meantime being continued in force, and the premium unpaid being a lien upon the policy.

This policy, while in force, will participate each year in the distribution of the surplus funds of the Company. At the option of the holder of the policy, dividends will (a) be payable in cash, or (b) be applied in reduction of premiums, or (c) be used to purchase paid-up additions to this policy, or (d), subject to withdrawal, they may be left with the Company to accumulate

to the credit of the policy, with interest at the rate of three per cent. per annum, payable at the maturity thereof or withdrawable in cash on demand by the holder of the policy. If no election is made by the holder of the policy prior to any anniversary thereof the dividend for that anniversary shall be held by the Company as provided in Option (d).

The Company shall not be held to have notice of any assignment of this policy until the original assignment, or a duplicate thereof, is filed in the Company's Home Office; the Company will not assume any responsibility for the validity of an assignment, and before payment of the policy the claim of an assignee shall be subject to proof to the satisfaction of the Company.

The insured, subject to the rights of any assignee, may, if the right to do so has been reserved in the application for this policy, appoint a Beneficiary or Beneficiaries, provided none be herein named, and also from time to time during the continuance of this policy, may change the Beneficiary or Beneficiaries, whether named in the policy or not, by filing with the Company a written and duly acknowledged instrument of appointment. Such appointments shall take effect upon the endorsement of the same on the policy by the Company at its Home Office. And also may appoint a Beneficiary or Beneficiaries in succession, hereinafter designated as contingent Beneficiary or Beneficiaries. In the event of the failure so to appoint, the Beneficiary or Beneficiaries if of lawful age may make such appointment, subordinate to the power or powers of the insured. This appointment shall be subject to change by the person or persons appointing, in the manner hereinbefore stated.

After two full annual premiums have been paid hereon, and on a proper assignment of this policy, upon its prescribed form, the Company will, within thirty days of the application therefor, loan on the sole security of this policy, with interest at six per cent. per annum, the whole or any part of the cash value of the policy, and of all paid-up additions thereto, at the end of the policy year during which application for the loan is made, provided that from such loan the Company will deduct any existing indebtedness on account of or secured by the policy and any unpaid portion of the premium for the current policy year. Failure to repay any such loan, or to pay interest thereon, shall not avoid the policy unless the total indebtedness thereon shall equal or exceed the loan value at the time of such failure, nor until thirty-one days after notice has been mailed by the Company to the last-known address of the insured and of the assignee of record at the Home Office of the Company, if any.

The insured shall not, within one year after the date of this policy, without the written consent of the Company, reside, travel, or visit outside the limits of the United States of America north of the tropic of Cancer, the Dominion of Canada, Europe and the Bermuda Islands; but may make voyages upon the high seas, by the usual routes and means of conveyance, to and from ports within these limits.

The insured shall not, within one year after the date of this policy, without the consent of the Company in writing, engage as an occupation, in blasting, mining, submarine labor, the manufacture, handling or transportation of inflammable or explosive substances, in service upon any railroad or any steamboat or other vessel; nor make aeronautic ascensions; nor, at any time, without such consent in writing, engage in military or naval service of any kind in time of war.

If the age of the insured has been misstated in the application for this policy, the amount payable shall be such as the premium would have purchased at the correct age.

CLEVELAND LIFE INSURANCE COMPANY. The company issues three general classes of policies: "Standard Form," "Guaranteed Monthly Income," and "Optional Conversion" Policy, and each general class is issued in seven forms as follows: ordinary life, 10, 15 and 20, year limited pay, and 10, 15 and 20 year endowment. The company also issues 10 and 20 year term policies. The forms are all non-participating, and contain liberal cash, loan, paid-up and extended insurance values. The company also attaches a total disability clause to its policies.

COLUMBIAN NATIONAL LIFE INSURANCE COMPANY, THE, Boston, Mass. This company issues all the leading forms of policies on a non-participating basis; among them, "whole life," "limited payment life," "endowment," "average life endowment," "return premium," "continuous instalment" and "twenty instalment" policies. The limited payment policy is free from conditions as to residence, travel, occupation or military or naval service, and is incontestable after two years, except for non-payment of premium. Cash loan and surrender values are granted after three annual premiums have been paid, and the policy may be re-instated at any time within three years after default in payment upon satisfactory proof of insurability and payment of all overdue premiums. The loan and surrender values are printed on the policy. The following instalment options are also provided:

The insured, or in case the insured shall not have elected, the beneficiary after his death, by a written notice to the Company at its Home Office accompanied by the policy for endorsement, may elect to have the total amount payable under this policy on the death of the insured, paid either—

- (1) In one sum;
- (2) By the payment of an annuity equal to three per cent. of such one sum payable at the end of each year during the life-time of the beneficiary and by the payment upon the death of the beneficiary of the said one sum, together with any accrued portion of the annuity for the year then current, unless otherwise directed in said notice to the beneficiary's legal representatives or assigns;
- (3) By installments, either fixed or continuous, as provided in the tables below.

The insured may, upon notice given to the Company, change an election already made or change the number of installments, and may empower the beneficiary to take the value of any future installments commuted at three per cent. discount.

The first installment will be paid immediately upon approval of the claim under this policy as herein above provided, and subsequent installments will be paid annually thereafter on each anniversary of said approval until all the installments shall have been paid.

The right, title and interest in these installments shall be vested in the beneficiary, and at the death of the beneficiary the unpaid installments, if any, shall be paid to the executors, administrators or assigns of the beneficiary.

In case of election of installments, if the beneficiary is the widow or minor child of the insured, the proceeds of this policy shall be held by the Company as Trustee in trust to pay the installments free from the claims and demands, interference, and control of the creditors of the insured.

The beneficiary, provided he or she has attained age thirty, may elect to receive in lieu of payment in one sum or in installments, an annuity for life, the first payment immediate, based upon the attained age of the beneficiary for the amount as stated in the annuity table. The annuity is payable on each anniversary of the approval of the claim under this policy, on receipt of satisfactory evidence of the existence of the annuitant.

CONNECTICUT GENERAL LIFE INSURANCE COMPANY. This company issues life and endowment policies on either the participating or non-participating plan. All of these policies are non-forfeitable, and provide for paid-up, loans, cash, or extended insurance after two years. A grace of thirty-one days in the payment of premiums, without interest, is granted and the policy may be re-instated within three years from the date of non-payment of premiums.

In addition to Life and Endowment policies the company also issues non-participating Five and Ten Year Term policies which are

exchangeable to more permanent forms of insurance within four and five years from date of issue respectively. These Term policies contain no guarantees of surrender values and are forfeitable for non-payment of premium.

The participating policies issued by the company contain a stipulation that dividends shall be payable commencing upon payment of the second premium. All the policy contracts are incontestable after one year from date of issue.

THE CONNECTICUT MUTUAL LIFE INSURANCE COMPANY. The company issues endowment policies payable at the end of ten, fifteen, twenty, twenty-five, thirty, or thirty-five years or at the policy anniversary nearest the ages of sixty, sixty-five, seventy or seventy-five, or at death if occurring prior to the end of the term; with premiums payable annually throughout their duration or in five, ten, fifteen or twenty years; life policies with premiums payable annually during life, or in five, ten, fifteen, twenty or twenty-five years. These forms provide for annual dividends, are incontestable after two years, except for non-payment of premium, and grant freedom of residence, travel and occupation only excepting war service during the first two policy years. The forms are non-forfeiting, becoming, in case of the non-payment of any premium after two annual premiums are paid, paid-up policies, without surrender or care on the part of the insured, for an amount printed on each policy and made a part of it, and participating in surplus; or they may be surrendered after two or more annual premiums have been paid for a guaranteed cash value, also printed on each policy and made a part of it. Or they may be surrendered for paid-up participating term (extended) insurance for their face.

The life and endowment forms are also issued as a single premium policy, and the company also issues annuities and five and ten year term policies. The term policies participate in surplus, but have no surrender value if the premiums are discontinued. Five year term policies may be surrendered and exchanged within four years, and ten year term policies within nine years from the date of their issue while they are in force, and the insured is not more than sixty years old, for a new policy of any form of whole life or endowment insurance then issued by the company, rated either at the attained age or at the age of the insured when the original policy was issued, not in excess of the amount of the original policy, however, but without the requirement of a medical examination.

DES MOINES LIFE. This company issues all the usual forms of life and endowment policies, including "Increasing Insurance and Convertible Term Plans," all policies "non-participating." All forms grant freedom of residence and travel, one month's grace in payment of premiums and reinstatement, automatic non-forfeiture and extended insurance, demand loans, paid-up insurance, and cash value. The policies are incontestable after two years from date of issue.

EQUITABLE LIFE INSURANCE COMPANY OF IOWA, Des Moines, issues all forms of life, limited payment life and endowment policies, both participating and non-participating. All policies embrace provisions for paid up or extended insurance, cash values and loans; also for payments in instalments, either limited or continuous. The reserves on all policies are deposited with the State "for the benefit and security of policy-holders."

FIDELITY MUTUAL LIFE INSURANCE COMPANY, THE, issues all approved forms of life and endowment insurance and sells annuities. Expenses limited and surplus distributed annually in accordance with provisions of the New York law. Policies non-forfeitable, with liberal loan, paid-up and extended insurance values.

HARTFORD LIFE INSURANCE COMPANY of Hartford, Conn. This company issues all the usual forms of life contracts, including ordinary life, limited payment, and endowments for varying terms, together with several policies which are peculiarly its own. The above are both participating and non-participating.

The "Guaranteed Additions" policy is a favorite among insurers. The pure endowment, and the "Annually Increasing Additions," which are attachable to other forms of contracts, are also attractive features, as are the optional instalment plans. The gold bond investment contract has many enthusiastic holders.

All the contracts issued by this company have the most liberal conditions as to surrender and loan values, paid-up and extended insurance, together with very advantageous options for withdrawal or reinvestment of earnings.

In every case the application is made a part of the policy and a copy is attached to the policy.

ILLINOIS LIFE. This company issues all the desirable forms of modern policies on the stock plan wherein benefits to policy-holders are definitely set forth in the policy and guaranteed. Its policies are brief, clear and liberal.

INTER-STATE LIFE ASSURANCE COMPANY, Indianapolis, Ind. This company now writes the following forms of policies: Convertible Five Year Term and Renewal Option; Limited Payment Life Return Cash Value; Endowment Return Cash Value, Whole Life and Twenty Payment Life with guaranteed premium reduction by coupon. All policies non-participating.

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY. This company in its Ordinary Branch issues Ordinary Life Policies with premiums payable for the whole of life; Limited Payment Life Policies, with premiums payable either in a single payment or in periods of five years and upward; and various forms of Endowment Life Insurance; also Five, Ten and Twenty Year Convertible Term. All these policies participate annually, under the provisions of the Massachusetts law, and provide for settlement at maturity in various

forms of instalments or annuities, ranging from five to thirty years, or during life. One of the instalments is with guaranty of face amount of policy; another carries a guaranty of a stipulated number of instalments, and both guarantee thereafter annuities for life. All these policies contain provision for reinstatement within five years, allow thirty-one days of grace in the payment of premiums after the first year, and provide for paid-up, cash surrender and extension term values, under the provisions of the Massachusetts law. All the Life and Endowment forms, in addition, provide for loan values. These policies all contain provision for change of beneficiary. The company also issues policies on the Industrial or Weekly Premium plan.

LIFE INSURANCE COMPANY OF VIRGINIA. This company issues, "Ordinary," "Intermediate" and "Industrial" policies, on the non-participating plan.

The ordinary forms include, Whole Life, Limited Payment Life and Endowment Policies. Policies provide for one month's grace, reinstatement, automatic extended insurance, liberal loans, paid-up insurance and cash surrender values.

Policies are payable in one sum or may be made payable in annual instalments from two to twenty-five, or in continuous annual instalments for twenty years, and so long thereafter as the Beneficiary shall live.

Intermediate Policies are issued in sums of \$500, and contain the same provisions as the Ordinary Policies, except as to the "Instalment Privilege."

Industrial Policies are issued on the Whole Life Limited Payment and Endowment Plans, with premiums payable weekly for five cents and multiples thereof, at ages between six months and seventy years. Under the Whole Life Policy premiums cease at age seventy-five.

MARYLAND LIFE INSURANCE COMPANY. In September, 1901, this company issued entirely new forms of policies with new premium rates. No new plans of insurance were added, but the policy contracts, etc., were all revised. The company is now issuing policies with guaranteed cash, paid-up, and loan values for all forms and, in addition, extended insurance for many forms. It is also writing policies with annual, five-year, or twenty-year distribution of surplus. Term and non-participating policies are likewise issued. During 1902 it revised its income bond policies so as to make them gold bond contracts and issued an endowment form of such contract. Annuities also written.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY issues policies of life insurance which may be briefly described as follows:

Continuous Payment Life Policy. Payable at death only, premium payments to continue during the life of the insured.

Limited Premium Life Policy. Payable at death only, premiums payable for either 1, 5, 10, 15, 19, 20, 25, or 30 years, as desired, the

policy becoming fully paid-up after the payment of the stipulated number of premiums.

Continuous Payment Endowment Policy. Maturing and payable at the end of a stated term of years, or upon the death of the insured, should that event occur during the endowment period; premium payments to continue during the term of the policy.

Limited Premium Endowment Policy. Maturing and payable at the end of a stated term of years, or upon the death of the insured, should that event occur during the endowment period; premiums payable for either 1, 10, 15, or 20 years, as desired, the policy becoming fully paid-up after the payment of the required premiums.

Twenty-Year Term Policy, at a low rate of premium, loss payable only in case of death during the stated term, containing a provision for change to any other form of policy at any time within five years after the date of issue, without medical examination.

Ten-Year Term Policy, (same provisions as in Twenty-Year Term.)

Five-Year Term Policy. Provisions similar to those of Twenty-Year Term.

Instalment Options. The above-described policies contain instalment options "A," "B," and "C." Option "A" provides that the proceeds of the insurance are to be retained by the company and paid in annual instalments of such amount as may be desired, the yearly balances remaining in the possession of the company to be credited with interest at not less than three per cent. per annum; instalment payments to continue until the fund is exhausted. Option "B" Policy provides for payment in from 2 to 30, annual instalments of a stated amount each. Option "C" provides for payment of annual instalments of a stated amount for each \$1,000 of the proceeds of the insurance, and at least 10, 15, 20, or 25 annual instalments will be paid under this option, but instalments will continue during the lifetime of the beneficiary entitled to receive the first of such instalments. Either of Options "A," "B," or "C," may be selected by the insured at any time during the continuance of the policy, or if no such selection is made, and the insured has not otherwise directed, the beneficiary may, at the death of the insured, elect to have the proceeds paid according to either of said options. Under endowment policies, if the insured shall survive the endowment period, he may select either of said options, and have payment of the proceeds made to himself or other beneficiaries in annual instalments accordingly.

Guaranteed Instalment Policy, issued upon the term, life, and endowment plans, provides for the payment of 5, 10, 15, 20, 25, or 30 annual instalments, of any designated amount. Premiums are based on the commuted value of the instalments. These policies are issued only for amounts large enough to provide for instalments of not less than \$100.

All endowment policies on instalment plans or having instalment options will contain a provision for the payment of the proceeds of the insurance to the insured, if living, at the end of the endow-

ment period, and they will be paid in one sum or in annual instalments, as desired.

Continuous Instalment Policies. They are intended to provide an annual income continuous during the lifetime of the beneficiary or the insured. Under the Ordinary Life and Limited Payment Life forms this income may be provided for a beneficiary, and at least twenty annual instalments are guaranteed. Under the endowment form an annual income for life is provided, beginning at the end of the endowment period and continuing during the life of the insured, and thereafter during the life of the beneficiary, if he, or she, survives the insured; or if the death of the insured occurs within the endowment period, an annual income is provided, continuing during the life of the beneficiary. It is stipulated that, in any event, not less than twenty annual instalments, or their equivalent, shall be paid.

Joint Life Policies. These are written, insuring two lives, on the Five, Ten and Twenty-Year Term, Ordinary Life, and Twenty Payment Life plans. Their object is to furnish to partnerships financial protection against the withdrawal of capital following the death of a partner. They contain paid-up, cash surrender, and extended insurance value tables, and practically all the valuable features of regular policies excepting the provision for payment of the proceeds in instalments.

Monthly Income Policy. Continuous Payment and Limited Payment Life, Continuous Payment and Limited Payment Endowment, Twenty, Ten and Five Year Term plans. Minimum amount insured, \$2,000, which provides \$186.12 at death of insured or maturity of endowment, and \$10 a month thereafter during twenty years or for life. \$4,000 of insurance yields payments twice the size named and so on.

Special Provisions. Continuous Payment Life policies, Limited Payment Life policies, and Endowment policies, will contain the following provisions: for extended term insurance; for annual distributions of surplus; for thirty-one days of grace in payment of premiums; for reinstatement at any time within five years from date of lapse; for change to some other plan of insurance; for cash loans; and, if requested in the application, reservation of right to change the benefit without the assent of the beneficiary.

Term policies contain all the foregoing provisions, except the loan provision.

After one year from date of issue all policies become incontestable, provided the rules of the company respecting military and naval service in time of war are complied with; and except as to such service, all restrictions upon residence, travel, and occupation are then removed.

MICHIGAN MUTUAL LIFE INSURANCE COMPANY. This company has since January, 1907, discontinued the issuance of all participating policies, confining itself entirely to non-participating business. The usual forms of life, limited payment life, endowment, and term are written upon this plan. The New York standard form has not

been adopted, but all forms of policies issued by the company contain the "Standard Provisions," required by the new insurance laws of the state of Michigan.

MINNESOTA MUTUAL LIFE INSURANCE COMPANY, THE, issues Ordinary Life, Limited Payment Life, and Endowment and Term policies as its principal forms. The policies are issued on standard forms prescribed by the state of Minnesota.

MUTUAL BENEFIT LIFE INSURANCE COMPANY. The company issues all the ordinary forms of life and endowment policies. All such contracts are incontestable after the first year, and are non-forfeitable. Dividends are allowed annually beginning with the second policy year. They may be applied either in cash reduction of premium, or to the purchase of additional paid-up insurance, or so as to make the policy payable as an endowment at a gradually decreasing age, or to convert the policy into a fully paid-up policy.

All of these policies have tables of "cash surrender, or loan values," and also of extended insurance and paid-up values in case of lapse, values generally apply the first year.

On January 1, 1908, this company adopted new policy forms and premium rates. Following is the present form of the continuous life policy to self:

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, in consideration of the payment of Premiums as hereinafter provided, hereby insures the Life of..... of..... in the County of..... State of..... (herein called the Insured) in the sum of..... Dollars, for the term of Life, payable at its office in Newark, New Jersey, to the executors, administrators or assigns of the Insured, immediately upon receipt of due proof of the death of the Insured. Any error made in stating the age of the Insured will be adjusted by paying such amount as the Premiums paid would purchase at the correct age. Any indebtedness to the Company on this Policy and any unpaid instalments of the then current year's Premium will be deducted from the sum insured.

The Annual Premium of..... Dollars and..... Cents, will be payable by the Insured on delivery hereof and on the..... day of..... in each year during the continuance of this Policy, at the Company's office in Newark, New Jersey, or to Agents in exchange for receipts signed by the President or Treasurer. In lieu of the Annual Premium the Company will accept..... Dollars and..... Cents Semi-annually in advance, or..... Dollars and..... Cents Quarter-annually in advance. This policy will not take effect unless the first Premium or agreed instalment thereof shall be actually paid during the lifetime of the Insured.

No Assignment of this Policy shall take effect until written notice thereof shall be given to the Company.

Agents are not authorized to make, alter or discharge contracts.

If within one year the Insured shall commit suicide, while sane or insane, this Policy will be null and void. This Policy will be incontestable after one year except for non-payment of Premium.

THE PROVISIONS AND AGREEMENTS printed on the second and third pages hereof are a part of this contract.

SPECIAL PRIVILEGES. If not assigned, this Policy may be returned to the Company at its office in Newark, New Jersey, with the Insured's written request for the appropriate indorsement of the Policy by the Company:

1. To have the Beneficiary changed. This change may be made at any time and from time to time while the Policy is in force, or within one month from default in Premium payments.

2. To have the whole, or any designated fraction, of the proceeds of this Policy at its maturity retained by the Company until the death of the Beneficiary, the Company in the meantime to pay the Beneficiary an Annuity equal to three per centum of the amount so retained, the first Annuity being payable one year after the maturity of this Policy, and the last Annuity payment to be a pro rata one for the expired fraction of the year in which the Beneficiary dies. At the time any Annuity becomes payable, the Beneficiary may withdraw the amount retained by the Company, in which case the Annuity payments will cease.

3. To have the whole, or any designated fraction, of the proceeds of this Policy at its maturity paid in a specified number (not exceeding thirty) of equal Annual Instalments, as shown by the accompanying Table, the first Instalment being payable immediately.

4. To have the whole, or any designated fraction, of the proceeds of this Policy at its maturity paid in equal Annual Instalments continuing during the lifetime of the Beneficiary, as shown by the accompanying Table, the first Instalment being payable immediately.

When either of the Instalments payable under Privilege No. 3, or of the Instalments certainly payable under Privilege No. 4, shall fall due, the Company, if requested, will pay the then Present or Commuted Value of such Instalments computed at three per centum interest compounded annually, as shown by the accompanying Table. The commutation of a part or the whole of the Instalments certainly payable under Privilege No. 4 will not affect the amounts payable thereunder after the term during which the Instalments certain would have been payable.

The right of Withdrawal under Privilege No. 2, or of Commutation under Privileges Nos. 3 and 4, will be withheld from the Beneficiary if the Insured shall so direct.

If the Policy be not assigned, the Insured may revoke the request to have settlement made in accordance with Privilege No. 2, or No. 3, or No. 4.

Unless otherwise directed by the Insured, the Company at the maturity of this Policy will extend to the Beneficiary Privilege No. 2, or No. 3, or No. 4.

DIVIDENDS. Upon payment of the second year's Premium, and at the end of the second and of each subsequent Policy year, this Policy while in force will be credited with such Dividends as may be apportioned by the Directors, and such annual dividends will include the portion of the divisible surplus accruing hereon. Dividends thus credited will be paid in cash, or at the option of the Insured will be applied either in reduction of Premiums, or upon the Addition or Accelerative Endowment plan, but if Dividends have been applied upon the Addition plan, subsequent Dividends cannot be applied upon the Accelerative Endowment plan, or vice versa. If settlement of this Policy be made in accordance with Privilege No. 2, or No. 3, or No. 4, the stipulated payments under Privilege No. 2 or No. 3, or the Instalments certainly payable under Privilege No. 4, will be increased by such Annual Dividends as may be apportioned by the Directors, but such Dividends will be payable only in cash.

Under the Addition plan dividends are applied to the purchase of additional participating insurance (herein referred to as Dividend Additions) payable with the Policy, such insurance being purchased at the Company's rates therefor published and in force at this date. This Policy may be converted into a fully Paid-up Participating Policy payable at the same time as this Policy, subject to any outstanding indebtedness on this Policy, whenever the Reserve on such Additional Insurance, together with the Reserve on the original Policy, computed on the basis hereinbefore mentioned shall equal the Net Single Premium therefor, computed on the same basis.

Under the Accelerative Endowment plan Dividends are applied to the conversion of the Policy into an Endowment payable at a specified and gradually diminishing age; or, if preferred, into a full Paid-up Participating Policy payable at the same time that this Policy is payable according to its terms.

The following non-forfeiture provisions are endorsed on regular life and endowment policies:

NON-FORFEITURE PROVISIONS. At the end of any Policy year during the whole of which this Policy shall have been in force, or within one month from default in Premium payments, the owner shall have the following options:

1. To surrender the Policy to the Company at its office in Newark, New Jersey, for its CASH SURRENDER VALUE.

2. To surrender the Policy to the Company at its office in Newark, New Jersey, for a NON-PARTICIPATING PAID-UP POLICY payable at the time this Policy would be payable if continued in force.

3. If the Policy be not surrendered as above, the insurance will be AUTOMATICALLY EXTENDED from date of default in Premium payments, without any action by the owner of the Policy and without participation in surplus, for a sum equal to the amount of the Policy and existing Dividend Additions, if any, less any indebtedness to the Company hereon.

The Cash Surrender Value will be equal to the entire Net Reserve on this Policy by the American Experience Table of Mortality and interest at Three Per Centum yearly, less any indebtedness to the Company hereon and less a sum equal to one per centum of the amount of this Policy and existing Dividend Additions, if any, up to and including the fifth Policy year, after which the said percentage will be reduced each year one-tenth per centum of the amount insured. If there be no indebtedness the Cash Surrender Value will be as shown in the following Table.

The amount of the Paid-up Policy or the term of the Extended Insurance, will be such as the amount of the Cash Surrender Value will purchase at Net Single Premium rates, according to the attained age of the Insured, by the American Experience Mortality and interest at Three Per Centum yearly, and if there be no indebtedness, will be as shown in the following Table. The Paid-up Policy or the Extended Insurance will be entitled to Cash Surrender Values equal to the reserve thereon at time of surrender, computed upon the basis hereinbefore mentioned, less any indebtedness to the Company thereon.

Except as provided in this Policy any default in Premium payments will immediately render the Policy null and void.

GRACE AND REINSTATEMENT. In event of default in Premium payments, the arrears may be paid within one month, (of not less than thirty days) or, if not so paid and the Insured shall die within the said month, this Policy will be regarded as being then in force, and the arrears will be deducted in the settlement hereof; Or, if requested by the Insured prior to or within the said month, the arrears will be charged as an indebtedness against this Policy, bearing interest at a rate not exceeding six per centum per annum, provided the entire indebtedness then outstanding shall be within the limit secured by the Cash Surrender Value; Or this Policy may be reinstated at any time after the said month, upon evidence of insurability satisfactory to the Company and payment of all arrears with interest thereon at not to exceed six per centum per annum: PROVIDED, in any case, the Policy has not been surrendered to the Company.

LOANS. At any time while this Policy is in force the Company will loan up to the limit secured by the Cash Surrender Value, upon receipt of the Policy and a Certificate of Loan satisfactory to the Company. The rate of interest charged shall not exceed six per centum per annum. The loan may be paid off at any time while the Policy is in force. If interest be not paid when due, it shall be added to the principal, provided the entire indebtedness then outstanding shall be within the limit secured by the Cash Surrender Value; otherwise non-payment of interest shall render the Policy null and void after one month's notice shall have been mailed to the last known address of the Insured and Assignee, if any.

NATIONAL LIFE INSURANCE COMPANY, Montpelier, Vt. This company issues all approved forms of participating and non-participating life and endowment insurances. Five and ten year participating renewable term policies and annuities.

All these policies are free from restrictions on residence or travel from date of issue and, after one year, incontestable for any cause except for non-payment of premiums. They are non-forfeitable automatically after three years from date of issue, from which time tables of liberal cash, paid-up, extended insurance and

final values are endorsed. A grace of thirty-one days for the payment of premiums, without interest charge, is granted. Cash loans are available at any time after three years' premiums have been paid. Insured may change beneficiary on written application. Dividends on participating policies are apportioned annually. Restoration may be effected at any time after lapse on proof of insurability and payment of arrears. All policy forms provide for the payment of insurance proceeds in any number of instalments as the insured may designate.

The warranty in the application reads:

I HEREBY CERTIFY that I have read all the statements and answers in this application, and agree, on behalf of myself and of any person who shall have or claim any interest in any contract issued hereunder: That no material circumstance or information has been withheld or omitted touching my past and present state of health and habits of life, and that said statements and answers, together with this declaration, as well as those made to the Company's medical examiner, are true and shall be the basis of the policy hereby applied for; That there shall be no contract of insurance until a policy shall have been issued and delivered to me and the premium thereon paid to the Company, or its authorized agent, during my life time and good health; That if, within one year from the date of the policy, I shall suicide or destroy myself, sane or insane, the policy hereby applied for shall be null and void; or if, within that period I shall be personally engaged, without the Company's written consent, in blasting, underground mining, submarine labor, the manufacture, handling or transportation of explosive or inflammable substances, or in service upon any railroad train, except as conductor, baggage master or mail or express agent on passenger trains, or as an ordinary seaman, or in the handling of live electric wires or dynamos, or in aeronautic ascensions, or in military or naval service in time of war, the policy hereby applied for shall be null and void while so engaged.

NATIONAL LIFE INSURANCE COMPANY OF THE UNITED STATES OF AMERICA. The prevalent forms of policies issued by this company are the "Ordinary Life" participating and non-participating; "Limited Payment Life" participating and non-participating; "Endowment" participating and non-participating; and "Renewable Term," non-participating. All policies are free from restrictions as to residence and travel, and after two years are incontestable except for non-payment of premium and violation of their conditions in regard to military or naval service in time of war. Under all endowment and life policies liberal values are provided, after three years, in paid-up or extended insurance or cash. Cash loans are also provided available after premiums have been paid for three years. The following are the conditions of the "Ordinary Life Participating Policy," for \$10,000, at age thirty-five, and the options at the end of twenty years:

This Policy participates in the Profits of the Company as follows:

DISTRIBUTION OF PROFITS.—If the Insured be living and this Policy is in force on the first day of January, 1928, which is the end of the Accumulation Period, and the premiums shall have been fully paid, the Company will pay the Insured or legal holder hereof, the Accumulated Profits then found apportionable to this Policy under one of the following

OPTIONS:

- (1) Continue this Policy for its face amount by payment of the original premium, and receive the Accumulated Profits in cash: or,

- (2) Continue this Policy for its face amount by payment of the original premium and convert the Accumulated Profits into additional Paid-up Life Insurance, subject to evidence of insurability satisfactory to the Company; or,
- (3) Continue this Policy for its face amount by payment of the original premium, and convert the Accumulated Profits into a Life Annuity; or,
- (4) Surrender this Policy for a Paid-up Life Policy, as provided in the table on the following page, and receive the Accumulated Profits in cash; or,
- (5) Surrender this Policy and receive the entire cash value, as fixed below, in cash; or,
- (6) Surrender this Policy and convert the entire cash value, as fixed below, into a Paid-up Life Policy, subject to evidence of insurability satisfactory to the Company for any paid-up insurance in excess of the face value of this Policy; or,
- (7) Surrender this Policy and convert the entire cash value, as fixed below, into a Life Annuity.

ENTIRE CASH VALUE.—The Company guarantees that the Entire Cash Value of this Policy at the end of the Accumulation Period shall consist of the cash value as stated in the table on the following page for the twentieth year, and in addition thereto, the Accumulated Profits then apportioned.

If this Policy is continued beyond the first Accumulation Period, profits shall be apportioned at the end of every five years thereafter during the continuance of the Policy, if all premiums have been paid.

NEW ENGLAND MUTUAL LIFE INSURANCE COMPANY, Boston.
The company issued new forms of policies in 1908, and the principal forms are ordinary life, limited payment life, and endowment policies with annual dividends. The ordinary life form reads as follows:

IN CONSIDERATION of the application upon which this Policy is issued, which is made a part hereof, and of the payment in advance of.....Dollars, by.....of.....in the State of.....the Insured under this Policy, and of the payment of a like sum on or before the.....day of.....in every year thereafter during the life of the said Insured,

PROMISES AND AGREES TO PAY, at its office in the City of Boston, upon due proof of the death of the Insured, the sum of.....Dollars, in lawful money of the United States, to his wife,.....if she shall survive him, otherwise to his.....executors, administrators or assigns, (without right of revocation by the Insured), less any indebtedness to the Company on account of this Policy, and any unpaid portion of the premium for the then current policy year; but if the age of the Insured has been misstated the amount payable hereunder shall be such as the premium paid would have purchased at the rate for the correct age.

When the right of revocation has been reserved, the Insured, if there be no existing assignment of this Policy, upon written request filed with the Company at its Home Office, may designate a new Beneficiary hereunder, or have the Policy made payable to himself or his estate; such change to take effect only when endorsed hereon by the Company, whereupon all rights of the former Beneficiary or Beneficiaries shall cease.

In case any of said premiums, or any premium note or notes given for said premiums, are not paid when due and payable, this Policy shall cease to be in force except as provided by the Non-Forfeiture Provisions set forth on the second page hereof.

If, within one year from the date hereof, the Insured shall die by his own hand or act, whether sane or insane, this Policy shall be void, but the Company will return the premium paid thereon.

This Policy and the application therefor constitute the entire contract between the parties hereto, and all statements made by the Insured, in the absence of fraud, shall be deemed representations and not warranties, and no such statement shall be used in defence to a claim under this Policy unless it

is contained in the application therefor and a copy of such application is endorsed hereon.

After one year from the date of its issue, this Policy shall be incontestable except for non-payment of premiums, or for engaging in military or naval service in time of war without the consent in writing of the President, Vice-President, Secretary or an Assistant Secretary, and no waiver of any of the conditions of this Policy shall be valid unless made in writing and signed by one of the aforesaid officers.

The Rights, Options and Non-Forfeiture Provisions set forth on pages two and three are hereby made a part of this contract.

RIGHTS, OPTIONS AND NON-FORFEITURE PROVISIONS.

PAYMENT OF PREMIUMS.—All premiums are payable at the Home Office in the city of Boston, or to an agent of the Company upon delivery on or before the premium date, of a receipt signed by the president, vice-president, secretary or an assistant secretary, and countersigned by said agent.

GRACE IN PAYMENT OF PREMIUMS.—After this Policy has been in force one year, a grace of thirty-one days, without interest, shall be granted for the payment of premiums, during which time the insurance shall continue in force, but in the event of the death of the Insured during said period of grace, the overdue premium, and any deferred premiums for the current policy year, shall be deducted from the amount payable under the Policy.

PARTICIPATION IN SURPLUS.—This Policy, after it has been in force one year, and subject to the payment of the second annual premium, shall participate in the annual distribution of surplus made by the Company, and the dividend apportioned thereto shall each year, on the premium date and any anniversary thereof, at the option of the Holder of the Policy, (a) be payable in cash, or (b) be applied in reduction of premiums, or (c) be used to purchase, without medical examination, non-forfeitable, participating, paid-up additions, or (d) be left with the Company to accumulate to the credit of the Policy, with interest at three per cent. per annum, payable at the maturity thereof or withdrawable in cash on demand by the Holder of the Policy; but if no election is made by the Holder prior to any anniversary thereof, the dividend for that anniversary shall be held by the Company as provided in option d, and if any premium is not paid at the expiration of the days of grace the Company will keep the Policy in force by applying the dividend accumulations to the payment due on the Policy, if such accumulations are sufficient to pay a quarterly instalment of an annual premium.

LOANS.—After three full annual premiums have been paid on this Policy, upon the proper assignment of the Policy to the Company, with the written assent of the person to whom it is made payable, the Holder thereof shall be entitled to borrow of the Company on the sole security of this Policy, at five per cent. interest per annum, the amount specified in the Table of Loan Values set forth below as its loan value at the end of the policy year during which the application for a loan is made, less any indebtedness to the Company on the Policy and any unpaid portion of the premium for the then current policy year. Failure to pay any such loan or to pay interest thereon shall not void the Policy unless the total indebtedness thereon to the Company equals or exceeds such loan value at the time of such failure, nor until thirty-one days after notice has been mailed by the Company to the last known address of the Insured and of the Assignee, if any.

NON-FORFEITURE PROVISIONS.

CASH VALUES, PAID-UP AND EXTENDED INSURANCE.—The Holder of this Policy, in case of default in the payment of any premium after three full annual premiums have been paid hereon, shall be entitled to cash, paid-up or extended insurance for the amounts and terms stated in the table below, plus a proportionate part of the increase in the values at the end of the succeeding year if any instalment not less than a quarterly instalment of the premium for that year has been paid, and any dividend additions thereto; and, during the term of grace or within thirty-one days thereafter, may by a writing filed with the Company at its Home Office elect,—

FIRST. To surrender the Policy and, with the written assent of the person to whom it is made payable, receive its value in cash; or

SECOND. To take paid-up insurance for its then value; such paid-up insurance shall be payable at the same time and on the same conditions as in the original contract, and shall participate annually in the distribution of surplus and have increasing loan and cash values; or

THIRD. To have the Policy continued in force as extended term insurance from the anniversary date last past for its face amount, including any outstanding dividend additions, and less any indebtedness thereon or secured thereby, but without the right to loans; such extended term insurance will have a cash surrender value and will participate in the annual distribution of surplus made by the Company, the share apportioned thereto to be payable in cash.

If, during said term of grace or within thirty-one days thereafter, the Holder shall not elect one of the foregoing options, then this Policy shall be automatically continued as paid-up participating insurance for its then value as provided in the second option.

Any indebtedness to the Company for premiums, premium notes or policy loans shall be deducted from the surrender value if paid in cash, but if paid-up or extended insurance is taken, the amount or duration thereof shall be reduced proportionately.

Tables of loan, cash, paid-up and extended insurance values are printed in the policies, and an optional instalment agreement is also attached which provides for the payment of the policy in limited instalments, or continuous instalments and tables of instalment values are printed in the policy. Reinstatement: This policy may be reinstated at any time within three years from date of default in the payment of premium, unless the cash value has been duly paid or the extension period has expired, upon the production of evidence of insurability satisfactory to the company and the payment of all overdue premiums and the payment or reinstatement of any indebtedness to the company upon said policy, with interest at the rate of six per cent. per annum.

NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, THE, Milwaukee. This company issues the usual form of participating Life and Endowment insurance. The first dividend is payable at the end of the first year, and beginning then dividends may be applied towards payment of premiums, or to the purchase of non-forfeitable participating paid-up additions to the policy, or to accumulate at interest. The regular policy contracts now issued provide that the proceeds thereof may be made payable in either one of four ways, namely: in one sum, by an annuity extension, in from 2 to 25 instalments, or in a form of continuous instalments.

A special Corporation and Partnership policy is issued. The company issues annual dividend 10 year term policies, which may be changed to Life or Endowment plan without medical examination during the first seven years. Annuity contracts are issued when desired.

The limit of insurance on a single life is \$100,000. No policies are issued to persons below 16 or over 60 years of age, nearest birthday.

NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY, Minneapolis, Minn. This company issues policies on the participating and

non-participating plans. Its principal forms are: Whole Life, Limited Pay Life, Endowment, Endowment Annuity, Twenty-Year Endowment Guaranteed Dividend, Ten-Year Term Policy, and Graded Endowment. The policies are non-forfeitable and incontestable after one year. Allow thirty days grace in payment of premiums, and loan and surrender values granted after the third annual premium for amounts stipulated in the policy. The policies are without restrictions as to residence, travel or occupation, and as to military or naval service.

PACIFIC MUTUAL LIFE INSURANCE COMPANY, Los Angeles, Cal. This company issues several forms of policies both on the participating and non-participating basis. The participating policies are written in either the annual or deferred dividend plans. These policies cover a wide range of forms—whole life, limited payment life and endowment, and guaranteed investment policies. The policies are incontestable after one year except for non-payment of premiums and violation of the agreement as to military service. The company requires a permit for such service in time of war only. Tables of loan and surrender values are printed in the policies, and the company prints a total and permanent disability clause in practically all policies.

PENN MUTUAL LIFE INSURANCE COMPANY. This company issues the ordinary forms of Life, Limited Life, and Endowment policies, which are incontestable after one year, except for non-payment of premiums. The general provisions of all its policies, of which it issues a great variety, are almost identical, except the changes necessary to carry into effect the differences in the plans. All are entitled to surrender values after three annual payments of premiums; and the extension feature applies to all other than special forms. The company lends upon its policies two-thirds or more of the reserve, the amounts being specifically stated year by year in the policies themselves. The loan values and cash values are the same in amount. The policies are terminated by the acceptance of the cash value, but this sum may be borrowed and the policy continued at the option of the insured. The ordinary life form reads as follows:

In Consideration of the Application for this Policy, which is made a part hereof, THE PENN MUTUAL LIFE INSURANCE COMPANY insures the life of.....[the insured], of.....County of.....State of....., in the sum of.....Dollars, and promises to pay at its Home Office, in the City of Philadelphia, unto.....executors, administrators or assigns, the said sum insured, upon receipt of due proof of the death of the insured, during the continuance in force of this Policy, upon the following conditions, namely:

The payment in advance to the Company at its Home Office, of the sum of.....Dollars at the date hereof, and of the.....annual premium of.....Dollars at or before three o'clock P. M., on the.....day of.....in every year during the life of the insured.

The right of revocation.....reserved by the insured. When the right has been reserved, the insured shall have full power while this Policy is

in force (subject to any previous assignment) to change the present beneficiary or beneficiaries. Such change shall be made in writing and shall be valid only upon its endorsement on this Policy by the Company at the Home Office.

This Policy shall participate annually in surplus earnings in accordance with its provisions.

The extended insurance, paid-up insurance, and loan or cash surrender value privileges, benefits, and conditions stated on the second and third pages hereof form a part of this Policy as fully as though recited at length over the signatures hereto affixed.

CONDITIONS, BENEFITS AND PRIVILEGES.

From the date of issue this Policy shall be without any restrictions as to travel, residence and occupation.

I. **Payment of Premiums.** All premiums are due and payable in advance at the Home Office of the Company in the City of Philadelphia, or they may be paid to agents on or before the dates when due in exchange for receipts signed by the President, Vice-President, Secretary, Treasurer, or Actuary and countersigned by agent.

Any unpaid portion of the year's premium will be deducted from the sum payable under this Policy.

II. **Grace in Payment of Premiums.** After the first, any premium on this Policy will be accepted within thirty-one days from its due date. During said period the Policy shall remain in force, but in event of death the overdue premium will be deducted.

III. **Incontestability.** This Policy and the application therefor, set out herein, constituting the entire contract, between the parties, shall be incontestable after one year from its date of issue, except for non-payment of premiums; but in case of suicide, whether sane or insane, within one year from the date of this Policy, the liability of the Company shall be limited to the amount of the premium paid hereon.

IV. **Statements.** All statements made by the insured shall, in the absence of fraud, be deemed representations and not warranties and no such statement shall avoid or be used in defence under the Policy unless it is contained in the written and printed application and a copy of such application is endorsed on the policy when issued.

V. **Age.** Any error in stating the age of the insured will be adjusted by the Company paying such amount as the premium actually paid would have purchased at the table rate at the correct age.

VI. **DIVIDENDS OF SURPLUS.** This Policy shall participate in surplus, and upon payment of the second year's premium and at the end of the second and of each subsequent policy year, while the Policy is in force by payment of premiums, the Company will determine and account for the portion of the divisible surplus accruing thereto. These dividends, at the option of the insured, will be applied in any year to reduce the premium, to increase the amount of insurance, or to accumulate to the credit of the Policy at three per cent. compound interest per annum, which accumulation will be payable at the maturity of the Policy, or may be withdrawn at any premium anniversary. If no other option is selected, dividends may be withdrawn in cash.

VII. **LOANS.** After three full years' premiums have been paid, the Company at any time, while the Policy is in force, will advance, on proper assignment of the Policy and on the sole security thereof, at 5 per cent. interest per annum, a sum equal to the full reserve at the end of the current Policy year on the Policy and on any dividend additions thereto according to the American Experience Table of Mortality, with interest at 3 per cent. per annum. There shall be deducted from such loan value any existing indebtedness on the Policy and any unpaid balance of the premium for the current Policy year, and interest shall be payable in advance on the loan to the end of the current Policy year. Failure to repay any such loan or advance or to pay interest shall not avoid the Policy unless the total indebtedness thereon shall equal or exceed such loan value at the time of such failure nor until one month after notice shall have been mailed by the Company to the last known address of the insured and of the person to whom the loan was made, and of any assignee known to the Company.

VIII. Non-Forfeiture. If this Policy shall lapse through non-payment of premium after three years' premiums have been paid, the Company will secure to the owner thereof a form of insurance, the net value of which shall be equal to the full reserve on the Policy and on any dividend additions thereto at the date of default, according to the American Experience Table of Mortality, with interest at 3 per cent., less any existing indebtedness to the Company on the Policy. At the end of the third and succeeding years the cash value is the full reserve, and the paid-up and extension values are based thereon. The stipulated values of this Policy shall be correspondingly increased for any fractional portion of a year's premium which has been paid. This non-forfeiture value shall be secured to the owner of the Policy through one of the following provisions:

First:—The automatic extension of the net amount insured by this Policy for the number of years and days stated below, at the expiration of which time the insurance shall cease; or,

Second:—The issue of paid-up participating insurance payable at death for the sum provided for below upon written application therefor by the owner of the Policy and the legal surrender of all claims hereunder to the Company at its Home Office within one month after lapse; or,

Third:—The payment of the cash surrender value provided for below on surrender of the Policy and all claims hereunder to the Company within one month from the date of lapse.

(Here are printed tables of extension, paid-up and loan or cash values.)

Should any indebtedness exist it shall be deducted from the Cash Value of the Policy, and the other Values shall be correspondingly reduced.

The cash value of any paid-up or extension granted upon the lapse of this Policy will be the full reserve at the time of surrender, less any indebtedness to the Company under the Policy, and will be paid to the owner or owners thereof, upon request and proper release.

X. Reinstatement. In the event of default in premium payments, unless the cash value has been duly paid, it is agreed that this Policy may be reinstated at any time upon evidence of insurability satisfactory to the Company and the payment of all overdue premiums and the payment or reinstatement of any other indebtedness to the Company upon said Policy, with interest at the rate of not exceeding six per cent. per annum.

XI. Death Claim. When this Policy shall become a claim by the death of the insured, settlement less any indebtedness on the Policy, will be made upon receipt of due proof of death.

XII. Instalment Tables. The amount of this Policy when it becomes a claim may be made payable at the option of the beneficiary, unless otherwise directed by the insured in writing filed with the Company, in such number of instalments, two to thirty, as may be chosen in accordance with Table A of Instalment Values printed below.

Similarly, the amount of this Policy when it becomes a claim may be made payable in annual instalments for twenty years guaranteed and as much longer thereafter as the beneficiary may live, in accordance with Table B of Instalment Values printed below.

These tables are based upon a Policy, the proceeds of which are one thousand dollars, and apply pro rata to this Policy.

(Here are printed instalment tables.) The instalments under Table A, or the instalments-certain under Table B, after the first, will be increased by such surplus annually as may be apportioned by the Company.

The commuted value of any unpaid instalments under Table A, or the commuted value of any unpaid instalments-certain under Table B, will be calculated by the Company at any time upon the same basis (3% compound interest) as the instalments were granted, and will be paid to the owner or owners of the Policy, upon request and proper release.

XIII. Interest Privilege. The proceeds of this Policy or any designated fraction thereof, may at maturity, be allowed to remain with the Company until the death of the beneficiary, during which period the Company will pay to the beneficiary three per cent. on the amount so held, the first payment being made one year after the maturity of this Policy and the last payment to be pro-rated to the date of the death of the beneficiary. At the time any such interest becomes payable the beneficiary may withdraw the amount held by the Company, thus terminating this feature.

XIV. Assignment. Any assignment of this Policy shall be furnished to the Company and a duplicate thereof attached hereto. Any claim against the

Company arising under any assignment of this Policy shall be subject to proof of interest. No assignment shall impose any obligation on this Company until it has received the original thereof, nor does the Company guarantee the sufficiency or validity of any assignment.

XV. Premium Loans. After the third year if any premium on this Policy, annual, semi-annual or quarterly, be not paid when due or within the period of grace, the Company will charge against the loan value of this Policy such premium with 5 per cent. interest per annum in advance, provided that such loan value is sufficient. The balance of value, if any, not thus used, shall be applied in accordance with the provisions of Section VIII hereof, and any premium loan so made shall be subject to the terms of Section VII. This action of the Company is contingent upon the request for such premium loan being filed by the owner of the Policy at the Home Office while there is no default in the payment of any premium, and such request is revocable as to any future premium.

XVI. Pursuant to Law, a copy of the application for this Policy is endorsed hereon. No alteration of this Policy or waiver of any of its conditions shall be valid unless made in writing and signed by an officer of the Company.

The forms most in use besides the above are: Limited Payment Life; Ten, Fifteen, and Twenty-Year Endowments; Trust Certificates; Optional Term Insurance; Dual Income Endowment Bonds, and Continuous Instalment Contracts.

Variations in the method of accumulation or use of dividends of surplus give rise to other forms, such as Life Rate Endowment, Reversionary Addition, Accelerative Endowment policies, etc.

PHOENIX MUTUAL LIFE INSURANCE COMPANY. This company issues all the ordinary forms of Life, Endowment and Term policies.

All Term policies may be exchanged for other Term or other forms of Life or Endowment; the 10 Year Term any time during the first seven years of the term without medical examination, the 20 Year Term during the first 15 years and the 30 Year Term during the first 20 years; the new policy to bear the date and rated age of the insured at the time of the change. Or at any time during these respective first years the policy may be changed into any higher premium contract of original date, provided that in event of change during the first five years the difference of premiums accumulated at three per cent. interest shall be paid. If such change is made after the five years the difference in reserves under the two policies shall be paid. If a change is made to a new policy of new date the full reserve is guaranteed as a surrender value in the shape of a permanent reduction of the premiums under the new contract.

Such policies can be exchanged for new ones of new date in like manner during the last three, five and ten years of the 10, 20 or 30 Year Terms respectively upon furnishing satisfactory evidence of insurability.

The privilege of change to another policy of original date and higher premium is also granted under its Annual Life Policy, the difference between premiums accumulated at 3 per cent. being charged if the change is made during the first five years, and if the change is made after five years the difference in the reserves under the two policies shall be paid. Upon request, the Limited Premium Life policies will contain provision for converting them

into Endowment policies of the same amount by continuing the payment of the same premium for a stipulated number of years after the original policy would have been fully paid up.

Loans are made up to the amount secured by the cash value at 5 per cent. interest.

PITTSBURGH LIFE AND TRUST COMPANY, Pittsburgh, Pa. This company issues Ordinary Life, Limited Payment, and Endowment policies on the annual compound dividend plan. The policies are incontestable after one year, are non-forfeitable, and grant thirty-one days grace in payment of premiums. Cash loans are provided after the second policy year, and surrender and paid up values are endorsed in the policies. Dividends may be applied to the reduction of succeeding premiums, withdrawn in cash, allowed to compound at three and one-half per cent. interest or applied to purchasing paid up additions to the policy. The company also issues renewable and non-renewable term policies.

PROVIDENT LIFE AND TRUST COMPANY OF PHILADELPHIA. This company issues Life, Endowment, and Term policies, which may be made payable to the beneficiary in instalments; it also issues Joint Life, Joint Endowment, and Joint Term Partnership policies (see Cyclopaedia for 1892-3). All policies participate in annual dividends. In 1907 the company issued a new policy contract incorporating in its guarantees cash values, thirty-one days of grace, incontestability after one year, etc. The practice of the company from organization had always been liberal, and the new guarantees are little else than the incorporation in the contract of what had always been accorded by the company as a matter of equitable practice.

PRUDENTIAL INSURANCE COMPANY OF AMERICA. This company issues all approved forms of ordinary policies, such as Whole Life, Limited-Payment Life, and Endowments, as well as policies on the Industrial Plan. Regular ordinary policies are written on the Non-participating plan, and contain the following privileges: Non-forfeitable after first year's premium is paid; Automatic Extended Insurance after one year; Annual Cash Surrender, Loan, Automatic Loan, and Paid-up Values after three years under life policies, and two years under endowments; Occupation, Residence, and Travel absolutely without restriction; Incontestable after one year; grace in payment of premiums—one month; beneficiary may be changed at any time by insured; liberal revival provisions. When any policy becomes a claim it may be made payable in one sum; or in from two to twenty-five annual instalments; or in continuous instalments during lifetime of beneficiary; or the sum insured may be left with the company as a trust fund at $3\frac{1}{2}$ per cent. interest. In addition to the above forms of ordinary policies the company issues the following special forms:

INCREASING INSURANCE AND DOUBLE ENDOWMENT POLICY.

This is a form of increasing endowment policy under which 5 per cent. of the ordinary face value is added to the sum insured for

each contract year upon which the policy shall have entered. It matures at the end of twenty years, if the insured is then living, when the initial value with all additions becomes payable, the total amount payable being twice the original amount of the policy. If death occur before the twenty years have expired, the original amount plus all additions to date of death is paid. At the end of the endowment period, the insured has the choice of several very attractive forms of settlement.

GOLD BOND POLICIES.

The distinctive feature of the gold bond policies is that immediately upon maturity, whether by death, or the expiration of the endowment period in case of endowments, the company will issue five per cent. gold bonds for the full face amount of the policy.

Monthly Income Policies and Immediate Benefit and Monthly Income Policies. The distinctive features of these contracts is that upon maturity, whether by death, or the expiration of the endowment period in case of endowments, the benefits will be paid by check in monthly installments, to continue for twenty years and, by the payment of a slightly higher premium, so long as the beneficiary survives that period, or, in case of endowments, so long as the survivor of the insured and beneficiary survives twenty years after maturity.

The Immediate Benefit and Monthly Income policies provide for a monthly income as described above and in addition for the payment of a larger Immediate Benefit in one sum at maturity of the policy.

Decreasing Premium Endowment at age 80. This is a policy under which the premium is reduced by ten per cent. of the original amount at the end of every five-year period. In other respects it is similar to regular Endowment policies.

Annuities. Annuities, or, as they are sometimes called, income policies, are also granted by the Prudential.

RELIANCE LIFE INSURANCE COMPANY. The forms of policies issued are ordinary life, limited payment and endowment, both participating and non-participating. These forms are also issued as continuous installment, five per cent. gold bond, and guaranteed annual dividend policies. The company also issues limited payment life and endowment, advance dividend policies, and ten year renewable term, participating, and convertible term, non-participating policies.

All policies are incontestable after one year from date of issue, and allow, as provided for by the laws of the various states, grace in payment of premiums and loans after the second year. Cash value, automatic extended insurance, and paid-up insurance are granted after full three years' premiums are paid. The term policies provide for exchange of the policy for any other form issued by the company.

STATE MUTUAL LIFE INSURANCE COMPANY, Worcester, Mass. This company issues life policies, both ordinary and limited payment; endowment policies, both annual and limited payment, five and ten year convertible term policies, instalment policies. All policies are subject to the non-forfeitable law of Massachusetts.

TRAVELERS INSURANCE COMPANY, THE. This company issues non-participating policies only, as follows:

Guaranteed Uniform Premium Reduction policies on the annual, limited payment life, and endowment forms.

Income Bonds, 20 Installments Ordinary Life, Limited Payment and Endowment forms.

Principal and Income Bonds, 20 installments, Ordinary Life, Limited Payment and Endowment forms.

Monthly Incomes, 20 years certain or for life. Ordinary Life and Limited Payment form.

Twenty Payment twenty Year Guaranteed Distribution policies. Five year Convertible Term, Ten Year Renewable Term, Joint Life and Life Annuities.

UNION CENTRAL LIFE INSURANCE COMPANY. This company issues life and limited payment life policies, and regular and limited payment endowment policies, on the annual dividend plan only. These policies all have liberal loan, cash, and paid-up values, and extended insurance.

The company also issues Continuous Instalment Policies upon the Ordinary Life and Limited Payment Life Plans.

UNION MUTUAL LIFE INSURANCE COMPANY. The policies at present in use by this company are the "Ordinary Life," "Limited Payment Life," "Endowment," "Renewable Term,"—all on forms providing for apportionment of dividends annually.

WEST COAST LIFE INSURANCE COMPANY, San Francisco, Cal. This company's principal forms of policies are whole life, limited payment and endowment policies, issued on non-participating and participating basis. The participating policies are issued as annual dividend policies after the third year, and on the deferred dividend plan. The policies are incontestable after one year, non-forfeitable after three annual premiums have been paid, and cash, loan, and surrender values are stipulated in the policies. The company also writes an accident and sickness disability clause in connection with the several forms of life policies.

NEW YORK STANDARD FORMS.

The New York legislature in 1906 enacted legislation prescribing standard forms of life policies. The act amending the insurance law is known as Section 101, and provided that "On and after the first day of January, nineteen hundred and seven, all policies of insurance, other than industrial policies, issued or delivered within this State by any domestic life insurance corporation, shall

be in the forms hereby prescribed and not otherwise, save as hereinafter provided." The act prescribed four forms: ordinary life, limited payment life, endowment, and term policies.

This act was amended by the legislature of 1907 to permit domestic companies to issue other than the standard forms of policies if approved by the superintendent of insurance and the legislature of 1909 amended the law, practically repealing the law providing for specified standard forms, and instead requiring that all policies issued in the state, whether by domestic or foreign companies, shall contain certain specified standard provisions. The amendments of 1909 further provided that no policy shall be issued or delivered in the state until the form has been filed with and approved by the superintendent of insurance. The specified conditions are practically the same as adopted in other states and outlined below. The amendments of 1909 however do not go into effect until the close of 1909. Legislation prescribing standard forms was enacted by the legislatures of Minnesota and North Dakota in 1907. The forms prescribed were ordinary and limited payment life, endowment, and term policies and annuities.

In Colorado, Illinois, Tennessee, Massachusetts, Michigan and New Jersey, legislation was enacted in 1907 prescribing standard provisions, and Ohio in 1908, enacted legislation prescribing six forms of standard policies, and also prescribing standard provisions. New York amended its law in 1909, and legislation prescribing standard policy provisions was enacted in South Dakota and Oklahoma.

The laws provide that forms of policies must be approved by the insurance commissioner, and the prescribed provisions, while phrased differently, are practically the same, and include provisions that the premium shall be paid in advance, that the policy shall constitute the entire contract and be incontestable after two years except for non-payment of premiums, or violation of the policy conditions respecting military or naval service, and that if the age of the insured has been understated, the amount payable under the policy shall be such as the premium would have purchased at the correct age.

A provision for grace in payment of premium is required, also against forfeiture, and for loans and extended insurance, and tables of loan, and surrender values, as well as a table of installments on which the policy may provide its proceeds may be payable, are required to be printed in the policy.

A provision providing for re-instatement after three years is also required.

POLICIES, NON-CONCURRENT, APPORTIONMENT. It is hardly within the scope of this work to enter into a discussion of a subject which has been, and still is, one of the most perplexing with which adjusters have to deal. The courts have pretty generally laid down the rule that companies may adopt any adjustment satisfactory to themselves, so that it does not deprive the insured of his protection. It has been impossible, so far, in the practice of fire insur-

ance for all underwriters to agree upon any rule. On the Pacific Coast the "Kinne" rule, so called from its author, Mr. C. Mason Kinne, assistant secretary of the Liverpool and London and Globe Company, was adopted by the Fire Underwriters' Association of the Pacific in 1885, and is used exclusively for adjustments. In the eastern states, as Mr. Griswold puts it, the matter is "left to the individual adjuster to adopt such methods as may seem most advantageous for his own company." Mr. Griswold gives nine different rules for adjusting specific and compound insurance. The "Reading," the "Finn," which was the production of Mr. Finn, secretary of the Long Island Insurance Company; the "Albany," which is credited to Mr. Heald, president of the Home Insurance Company; Rule IV, which is attributed to Henry A. Oakley; Rule V, with no author; Rule VI, attributed to Mr. Hope; Rule VII, Rule VIII, which Mr. Griswold names the rule of proportion; and Rule IV, the English rule.

With the exception of the "Kinne Rule," which is entirely general in its scope, wherever we have been able to trace these rules to their application they seem to have been formulated to meet special cases where the company making them was to secure an advantage by their use.

POLICY, VALUED FIRE. [See Valued Policy.]

POND, ROBERT L., general agent of the Union Central Life Insurance Company at Boston, Mass., was born in Walpole, Mass., October 31, 1860. He obtained his education in the public schools and high school of Milton, Mass., and entered the insurance business immediately after leaving school, in the office of the New England Mutual Life Insurance Company. When the Union Central entered Massachusetts in December, 1893, he was appointed general agent.

PORTSMOUTH FIRE ASSOCIATION, Portsmouth, N. H. Organized 1887; capital, \$50,000. Calvin Page, president; Alfred F. Howard, secretary.

POST, CHARLES HENDERSON, United States manager for the Caledonian of Edinburgh, was born at Derby, Conn., May 16, 1856. At the age of thirteen years he went to New York to seek employment, and found it in a publication house. In 1872, at the age of sixteen years, he entered the insurance agency office of Neafie & Terwilliger at Ellenville, N. Y., and four years later was taken into the firm and given a third interest therein. Two years later he went into the field as special agent for the Continental. In 1884 a department for New York and adjacent States was created by the Washington Fire and Marine of Boston, and Mr. Post was appointed manager. When this business was reinsured by the Niagara Fire, in 1888, he became that company's agency manager, and later was appointed assistant secretary of the company. The Niagara Fire and Caledonian had been combined for an agency business,

and when that combination was dissolved in 1894 Mr. Post received the appointment of United States manager of the Scottish company. He is also president of the Caledonian-American Insurance Company.

POTTER, EDWARD E., fire insurance general agent for the Pacific Coast States. In 1874, being on the Pacific Coast, he formed an agency to represent a number of Eastern companies, two of which he represents at the present time. From 1880 to 1882 Mr. Potter was manager and secretary of the Oakland Home Insurance Company, and was one of the organizers of the Sun Insurance Company of California, and its secretary and treasurer from 1882 to 1891. Beginning with 1892, Mr. Potter has devoted his entire attention to the general agency on the Pacific coast. He is now general agent for the Pacific coast for Williamsburgh City, Glens Falls, Girard Fire and Marine Insurance Company and Security Insurance Company of New Haven, Conn.

POTTER, FREDERICK W., superintendent of insurance of Illinois, is a native of England and was born at Norwich, October 17, 1862. He received a public school education, and his early vocation was teaching in the public schools. He was for eight years superintendent of the public schools of Edwards county, Ill., later engaged in life insurance work in Illinois, and was for five years superintendent of agents for Southern Illinois of the Mutual Benefit Life insurance company. He was appointed to his present position in 1907.

POTTER, WILFRID C., secretary of the Preferred Accident insurance company, New York, is a native of Virginia, and was born at Alexandria, February 10, 1861. He received his education at St. Johns Military Academy, Virginia, and began his insurance career in 1882. In 1886 he became a local agent of the Preferred Accident, and has since retained his connection with the company, "graduating" from the local agency field to a state agency, and in turn to the position of agency supervisor and superintendent of agents. He was elected to his present position in 1906. He is a member of the executive committee and other committees of the International Association of Accident Underwriters.

PRATT, LE GAGE, former vice-president of the Mutual Benefit Life Insurance Company of Newark, was born at Sterling, Mass., December 14, 1853. After the completion of his education he entered upon an active commercial career in 1869, first in Boston, and a few years later in Chicago, in which city he became connected as contracting agent for a large printing and publishing concern, for which he traveled throughout the States from New York to California. In 1884 he took up journalistic work, which he followed for a period of two years, when he became interested in life insurance as a special agent, working for several years in the Texas field and later in Chicago. In 1895 Mr. Pratt was appointed state agent for the Life

Insurance Clearing Company for Georgia, and one year later was called to the home office and appointed to the position of general superintendent of agencies. In August, 1897, he was offered and accepted the position of superintendent of agencies for the Mutual Benefit Life of Newark, N. J., and on January 22, 1903, was elected second vice-president of that company. He was elected vice-president in May, 1905. In November last (1906), he was elected to Congress from the 8th District, New Jersey and resigned the vice-presidency of the Mutual Benefit in 1907.

PREFERRED ACCIDENT INSURANCE COMPANY of New York. Organized in 1893. Capital, \$350,000. Kimball C. Atwood, president; W. C. Potter, secretary.

PRESBYTERIAN MINISTERS' FUND for Life Insurance of Philadelphia is the oldest life insurance organization in the United States, and was organized in 1759. Rev. Perry S. Allen, D.D., president and actuary; A. M. Clifford, secretary; J. C. Neff, treasurer, and F. F. Thomson, M.D., medical director.

PRESS INSURANCE. [See Insurance Journalism.]

PRESTON, EDWARD VERRANCE, general manager of agencies of the Travelers Insurance Company of Hartford, was born in Willington, Tolland County, Conn., June 1, 1837. He had a common school education, and was engaged in commercial pursuits in Hartford when the war of 1861 broke out. April 22, 1861, he entered the military service of the State as a clerk in the adjutant-general's office, and July 17, 1861, was commissioned to be quartermaster of the Fifth Connecticut Volunteer Infantry (the first three years' regiment), with the rank of first lieutenant, and in a few months was detailed to act as aid-de-camp and brigade quartermaster on General A. S. Williams' staff; and in March, 1862, as aid-de-camp on Gen. O. S. Ferry's staff. In February, 1863, he was appointed by President Lincoln additional paymaster United States Volunteers, with the rank of major, holding this position until he was honorably discharged by the secretary of war, to date July 31, 1865. On leaving the service of the United States he was immediately employed by the Travelers Insurance Company, first as a solicitor in Hartford, and soon after as special agent, to secure and work with agents in New England. In January, 1867, he was appointed to the position which he now holds. Major Preston represented the city of Hartford in the common council board for two years, and after that for two years in the board of aldermen. He is a member of the Loyal Legion, Boston Commandery, the Army and Navy Club of Connecticut, Robert O. Tyler Post No. 50, G. A. R., and the Hartford lodge of Masons.

PROOFS OF DEATH IN LIFE INSURANCE. [See Life Insurance, Proof of Death.]

PROVIDENCE WASHINGTON INSURANCE COMPANY of Providence, R. I. Incorporated 1799; capital, \$500,000. J. B. Branch, president; A. G. Beals, secretary.

PROTECTION MUTUAL FIRE INSURANCE COMPANY, Chicago, Ill. Organized 1887. John C. Fetzner, president; P. J. Halla, secretary.

PROTECTIVE LIFE ASSOCIATION, Rochester, N. Y. Organized 1880. This association was placed in the hands of a receiver in 1909.

PROVIDENCE MUTUAL FIRE INSURANCE COMPANY, Providence, R. I. Organized 1800. Edward L. Watson, president; B. M. MacDougall, secretary.

PROVIDENT LIFE AND TRUST COMPANY of Philadelphia was incorporated March 22, 1865. The charter confers, in addition to the authority to insure lives, authority to act as executor, administrator, trustee, guardian, etc.; that is, to transact what is known as a trust business. The union of its trust business with its insurance business demands from the courts of the city of Philadelphia a careful scrutiny of its methods, and an examination from time to time of its securities by skillful experts. The relations of the two departments of the business are fixed by the provisions of the charter. The accounts and investments are kept distinct and separate. The entire surplus of the insurance department accumulates for the benefit of the policy-holders. The only advantage, direct or indirect, which the stockholders can at any time have from the union of the two features of the business results from the fact that the management of the trust business, from which they derive their profits, is done for them without charge.

To be relieved from the expense of management is an advantage to the stockholders, but not more than commensurate with the benefit which the policy-holders derive from the additional security arising from the large capital, the active supervision by the stockholders of the affairs of the company, and the association of the life insurance and trust business. While the expenses of a trust business, if conducted separately, would be large, the additional cost to this company of conducting the trust business jointly with the life insurance is inconsiderable, viewed in connection with the advantages secured. This, however, has not had the effect of increasing the general rate of expense of the company. The great economy and care with which its affairs have been conducted have caused it to be distinguished for its very low expense rate. This joined with its exceptionally favorable rate of mortality, has resulted in a very low net cost of insurance to its policy-holders.

The officers of the company are: Asa S. Wing, president; T. Wistar Brown, vice-president; Joseph Ashbrook, vice-president and manager of insurance department; David G. Alsop, actuary; Samuel H. Troth, treasurer; C. Walter Borton, secretary; Dr. Charles H.

Willits, chief medical examiner. The directors are: T. Wistar Brown, Richard Wood, Asa S. Wing, James V. Watson, William Longstreth, Robert M. Janney, Marriott C. Morris, Frank H. Taylor, Joseph B. Townsend, Jr., John B. Morgan, Frederic H. Strawbridge, Joseph Ashbrook, John Thompson Emlen, Morris R. Bockius and Henry H. Collins.

PROVIDENT SAVINGS LIFE ASSURANCE SOCIETY, THE, of New York, was incorporated February 25, 1875, and commenced business August 10, 1875. The company, late in 1907, ceased writing new business as a result of an impairment in capital under a provision of the New York laws, but was re-licensed by the New York department in 1909. E. E. Rittenhouse, president; F. J. Dickson, secretary.

PRUDENTIAL INSURANCE COMPANY OF AMERICA, THE, whose home office is in Newark, N. J., opened an entirely new field in American life insurance.

It was the first company in this country to do business on the industrial plan, the distinguishing features of which are the insuring of every member of the family between the ages of one and seventy, if in good health, the issuing of small policies with correspondingly small premiums, payable weekly, and the collection of premiums by an agent of the company at the homes of the policyholders.

Through this industrial form of insurance a great many persons who cannot afford to pay the premium required for a policy of \$1,000 are enabled to secure as large an amount of life insurance as their means will warrant, and by providing for weekly payments of a few cents each, it meets the needs of the industrial classes.

The Prudential began business in November, 1875, and confined its operations to the city of Newark for two years, when the remainder of the state of New Jersey was occupied. In 1879 the company entered the states of New York and Pennsylvania, and year after year it extended the scope of its operations until the Prudential now operates in forty-four states and territories, the District of Columbia and the Dominion of Canada.

The great and growing popularity of this company is shown by the fact that during 1908 the Prudential issued and revived 1,559,987 industrial policies, insuring \$216,776,808, while on December 31, 1908, the total number of industrial policies in force numbered 7,258,704 and the total amount of industrial insurance in force at that time was \$891,057,438.

But industrial insurance does not by any means comprise the sole business of the Prudential. Although this company was organized with the intention of transacting an industrial business, it was soon found that the habits of thrift fostered in the people who carried small policies enabled many of them to provide for a greater amount of protection than was afforded them by the industrial policy. Those who at first found it difficult to save enough to pay the premium on a small policy after a time applied for an addi-

tional amount of insurance, and even this was added to until some persons carried several policies.

In view of this fact the company was led, in 1886, to open an ordinary "life and endowment" department, in which all the popular forms of life and endowment policies are now issued for sums from \$500 up to \$100,000. This department has continually grown in popularity, until in amount of business written annually, in annual income, and other features, it far surpasses many life insurance companies which issue ordinary business exclusively.

During 1908 the Prudential issued and revived ordinary insurance of \$92,942,570 (paid-for business), closing the year with paid-for ordinary insurance in force to the amount of \$543,493,909, a gain in paid-for insurance during the year of \$46,418,036.

Taking a record of the company as a whole, the Prudential issued during 1908 paid-for insurance amounting to \$309,719,378, and the total amount of paid-for insurance in force on December 31st was \$1,434,551,347. *The gain in insurance in force \$97,184,302 was the greatest of any company in the world.* The assets of the Prudential on January 1, 1909, were \$173,738,627.16, an increase during the year of \$28,513,960.27. Its liabilities on the same date were \$155,083,880.01, and its surplus of assets over liabilities \$18,654,747.15, after providing for a dividend fund of nearly \$15,000,000 to holders of participating policies. In the year 1908 the company's income was \$60,337,034.42, an increase over the previous year of \$3,511,486.89.

On August 1, 1907 the company in its ordinary department, discontinued issuing "participating" or "profit-sharing" policies and brought out a new non-participating policy so attractive in its terms and privileges that it proved an instant success.

The policy is a clear-cut insurance contract, containing all the regular provisions, loans and surrender values, together with new and attractive features especially designed to benefit the insured. the premium rates are exceptionally low.

The Prudential was the first company to adopt the practice of paying claims upon the day that satisfactory proofs of death reached the home office. This practice has been strictly adhered to and is of the utmost importance, particularly to the industrial classes, for while the amount of policy in each case is not large (an average of about \$111,) the payment often comes at a time when there is no ready money to be had and the policy is the only available asset. The latest feature is the payment of claims by the company's field representatives, who are often enabled to make the payment of the amount due under the policy within a few hours after the death of the insured. Promptness in paying claims practically doubles the usefulness of life insurance.

Over 1,150,000 death claims have been paid by the company, in the industrial and ordinary departments combined, since its organization, and its total payments to policy-holders during the same period amount to over \$161,000,000. It is estimated that over 5,000,000 people have been directly benefited by this money. In 1908, 98,306

claims were paid, an average of over 1,890 every week, and over 324 for every working day.

The total amount paid to policy-holders during 1908 was \$19,496,113.52.

The growth of the Prudential has been steady from the beginning, and in recent years rapid, as shown by the following tabular statement:

Year.	Assets.	Total Income.	Surplus.	Insurance in Force.
1878.....	\$ 21,391	\$ 60,480	\$ 14,357	\$ 2,027,888
1881.....	563,178	845,903	175,050	23,053,935
1888.....	2,874,163	3,757,084	776,219	93,661,783
1893.....	11,021,445	9,521,912	2,735,561	230,641,299
1898.....	28,887,196	17,481,876	5,888,894	414,547,053
1903.....	72,394,760	39,025,128	10,193,398	931,258,813
1908.....	173,738,627	60,337,034	18,654,747	1,434,551,347
Total amount paid policy-holders.....				\$161,097,130.82

The industrial policy-holders of the Prudential have particularly benefited from time to time by the many concessions made by the officers of this company.

In January, 1907, the Prudential started issuing a new industrial policy which gives largely increased benefits at the younger ages for the same premium. Under this policy payment of premiums will cease when the insured reaches age 75. The policy provides for paid-up values after three years, and cash surrender values annually after ten years. Owing to the increased liberality of the contract it is issued on the non-participating plan.

The officers are: John F. Dryden, president; Leslie D. Ward, vice-president; Forrest F. Dryden, second vice-president; Jacob E. Ward, third vice-president; Wilbur S. Johnson, fourth vice-president and comptroller; Richard V. Lindabury, general counsel; Edward Kanouse, treasurer; Edward Gray, secretary; T. C. E. Blanchard, superintendent of real estate; Frederick C. Blanchard, supervisor loan department; John K. Gore, actuary; Edward D. Duffield general solicitor; Valentine Riker, Willard I. Hamilton, Henry Overgne, George W. Munsick and George P. Williams, assistant secretaries; Edward H. Hamill, consulting medical director; Robert L. Burrage, medical director; Frederic A. Boyle, cashier; Frederick H. Johnston, associate actuary; William Perry Watson, Walter A. Jaquith and J. Allen Patten, assistant medical directors; Frederick L. Hoffman, statistician; George H. Kirkpatrick and Holger E. Krause, assistant actuaries; George B. Speer, supervisor ordinary agencies; George W. Gore, Frederick A. C. Baker, William R. Konow, Harry Vliet, and J. H. Huntington, Jr., supervisors; Robert Gemmell, supervisor of claims; The directors, (elected by the stockholders) are: John F. Dryden,

Jerome Taylor, Leslie D. Ward, William T. Carter, Theodore C. E. Blanchard, Jacob E. Ward, Anthony R. Kuser, Frederick C. Blanchard, Uzal H. McCarter, Edward Kanouse, Wilbur S. Johnson, Forrest F. Dryden, Richard V. Lindabury and John K. Gore. The following are directors, appointed by the Chancellor from the policyholders pursuant to chapter 81, Laws of 1907 of the State of New Jersey, Edward J. Ill, Edwin A. Stevens and Isaac F. Roe.

PRUSSIAN LIFE INSURANCE COMPANY of Berlin, Germany. Organized 1865. This company entered the United States in February, 1905, making a deposit with the New York department, to do a reinsurance business. C. F. Sturhahn was appointed general attorney for the United States, and William C. Scheide, resident manager, New York.

PRUSSIAN NATIONAL INSURANCE COMPANY of Stettin, Germany. Harold W. Letton, Chicago, United States manager.

PURCELL, JOHN J., former manager of the Underwriters' Salvage Company, Chicago, is a native of New York city, where he was born February 22, 1855. In 1871 he entered a New York city local agency, removing to Boston in 1876 to accept a position with the Faneuil Hall Insurance Company, from which company he transferred his services to the firm of L. Burge Hayes & Co., Boston agents of the Sun Insurance Office. In 1883 he returned to New York as special agent of the Sun for New York and New Jersey, later being transferred to Atlanta, Ga., as general agent for the southern field. In 1887 he was recalled to New York and appointed secretary of the company's local department. In 1893 he was made assistant manager for the United States. He was appointed western manager of the Sun Insurance Office March 1, 1899, and resigned March 1, 1904. Subsequently he was appointed Ohio special agent for the Fireman's Fund, and resigned in 1906 to become superintendent of agents in the western department of the Hartford Fire. In 1907 he was appointed manager of the Underwriters Salvage Company but resigned April 1, 1908, to resume his former position as superintendent of agents in the western department of the Hartford Fire.

PUTNAM, HENRY HOWELL, secretary of the National Association of Local Agents, and insurance journalist, was born at DeKalb, Ill., April 15, 1868, of New England parents. After a grammar school education in Boston he became an office boy in a grain house. In 1887 he was employed by the *Standard* of Boston as a reporter. From 1895 to 1898 he acted as news representative for the *Standard* in New York city, and subsequently returned to Boston as editor of that paper. In May, 1899, he began the publication of the *Monthly Journal of Insurance Economics*, a magazine devoted to the discussion of insurance problems from an economic point of view. In June, 1903, he began the publication of the

American Agency Bulletin, a monthly journal representing the interests of the associated fire insurance agents of the United States, subsequently endorsed by the National Association as a medium of communication between local agents. At the St. Louis convention of the National Association, in October, 1904, Mr. Putnam was elected secretary of that organization, and re-elected in 1905 and 1906. In November, 1906, Mr. Putnam disposed of a two-thirds interest in the *Journal of Insurance Economics* to Benjamin F. Hadley, formerly of the *Insurance Advocate*, and George A. Watson, formerly of the *Chronicle*. The publication was removed to New York city and continued as a weekly paper called the *Eastern Underwriter*, with a monthly "economic supplement" edited by Mr. Putnam. At the midwinter conference of the executive officers of the National Association in New York in February, 1907, Mr. Putnam was employed at a regular salary to conduct the affairs of the agents' organization.

Q

QUEEN CITY FIRE INSURANCE COMPANY, Sioux Falls, S. D. Organized 1905; capital, \$200,000. P. F. Sherman, president; G. W. McArthur, secretary and treasurer.

QUEEN INSURANCE COMPANY of America, New York. Organized 1891; capital, \$1,000,000. Edward F. Beddall, president; George W. Burchell, vice-president; Nevett S. Bartow, secretary.

QUINCY MUTUAL FIRE INSURANCE COMPANY, Quincy, Mass. Organized 1851. Charles A. Howland, president; J. F. Young, secretary; H. M. Faxon, treasurer. Cash fund, April 1, 1909, \$765,809.99; liabilities, \$275,613.62; surplus, \$490,196.37; losses paid, \$127,490.09. (\$75,000 paid at Chelsea Fire), dividends paid, \$63,434.30.

R

RALSTON, THOMAS A., sub-manager of the eastern and southern departments at New York office of the Northern Assurance Company of London, was born at Baltimore, Md. He was educated in the public schools of that place, and began business life in 1875 as a clerk in the Baltimore branch of a New York commercial house. In 1879 he removed to New York to accept a higher position in the head office. He entered the insurance business in 1883 as a clerk in the New York office of the London and Provincial Insurance Company of England, and on the retirement of that company from the United States entered the service of the United Fire Reinsurance Company of Manchester, England. He remained with that company until 1889, when he was appointed chief clerk in the New York office of the Northern Assurance Company of London. In 1896 he was appointed to his present position.

RASOR, PAUL E., manager for the United States of the Moscow Fire Insurance Company of Moscow, Russia, is a native of Wadsworth, O., where he was born in 1853. His first experience with fire underwriting was with J. F. Downing, general agent of the western department of the Insurance Company of North America at Erie, Pa. For a short time Mr. Rasor was connected with the Alps Insurance Company of Erie, and in 1873 removed to New York to enter the service of the German-American Insurance Company, with which he remained until February, 1895, having been its assistant secretary for several years. He was also secretary of the Reassurance Company of New York (a tender of the German-American), and managed that company in connection with his duties with the German-American. In February, 1895, he was tendered and accepted the position of assistant United States manager of the Lancashire, with headquarters at New York, and remained with the company until November, 1896, when he accepted the appointment of United States manager of the Magdeburg Fire Insurance Company; a position he retained until the withdrawal of the company from the United States. He was appointed manager of the Moscow in 1903, and of the First Russian of St. Petersburg and Russian Reinsurance Company of St. Petersburg in 1907.

RATHBONE, ROBERT C., insurance manager and broker, New York city, was born at Ballston, Saratoga county, N. Y., August 23, 1825. He went to New York at the age of fourteen years, and was a clerk, first in a hardware and afterward in a whole-

sale dry goods house. In 1853 he began business for himself as an insurance broker in New York, and as an agent for the Mutual Life. In 1857 he was appointed assistant secretary of the Metropolitan Fire of New York, and in 1861 he went to the front for a short service with his regiment, the Seventh. His insurance brokerage business continued, though, throughout, taking in partners from time to time, one being the late Major-General Hamblin, another his brother, A. H. Rathbone, and another his son, R. Bleecker Rathbone, who is still associated with him. In 1885 Mr. Rathbone accepted the post of metropolitan manager for the Sun Insurance Office of London, which he retained until 1887. He was president for ten years of the old board of insurance brokers and also president of the second board, now extinct. At the present time his firm, R. C. Rathbone & Son, are managers of the Assurance Company of America. His brokerage department was incorporated with cash capital of \$100,000, January 1, 1903, being the fiftieth anniversary of its existence.

RAWLINGS, EDWARD, president of the Guarantee Company of North America and of the United States Guarantee Company of New York, is a native of England, and saw his first service in insurance over fifty years ago in the office of the European Life and Guarantee Company of London. In 1863 he was sent to Canada to establish a branch at Montreal. When the company transferred its Canadian guarantee business to the Citizens of Montreal Mr. Rawlings continued for some years in charge of that department for the later company's business. In 1872, not approving of the combination of other branches of insurance with that of guarantee, he organized the Canada Guarantee Company, now the Guarantee Company of North America, becoming manager, and entering the company in the United States in 1881. In 1890 he established the New York company, of which he is the head, and in 1893, upon the death of Sir Alexander T. Galt, he succeeded him as president of the Guarantee Company of North America.

REBATE TO INSURED IN LIFE INSURANCE SOLICIT-
ING. [See Anti-Rebate Laws, and National Association of Life Underwriters.]

RECEIPTS FROM AND REMITTANCES TO HOME
OFFICES OF FOREIGN FIRE INSURANCE COMPANIES
IN 1908. The reports of the insurance departments for 1908 make the following statement of the amounts remitted by foreign companies in this country to their home offices and their receipts from the same in 1908:

RECEIPTS FROM AND REMITTANCES TO HOME OFFICES, ETC. 603

Companies.	Amount sent to Home Office.	Amount rec'd from Home Office.	Companies.	Amount sent to Home Office.	Amount rec'd from Home Office.
Aachen & Munich,...	\$ 3,200	\$ 4,500	Northern,	\$562,982	\$194,809
Atlas,	215,288	.....	North British,	1,247,016	.....
British America, .....	.....	57,293	Norwich Union,	34,090	76,500
Commercial Union,...	810,273	159,034	Palatine,	257,622	102,031
Caledonian,	186,537	.....	Phoenix Assurance, ..	199,560	.....
Cologne Reinsurance, ..	125,248	52,946	Prussian National, ..	151,154	2,458
First Russian,	342,900	145,132	Rossia,	435,000	1,225
Hamburg-Bremen,	57,350	2,080	Royal,	2,578,941	647,212
Ins. Co. Salamandra, ..	360,000	.....	Royal Exchange,	194,191	49,511
Jakor, Russia, .....	.....	543,750	Russian Reinsurance, ..	437,129	168,756
Law Union & Crown, ..	106,840	56,000	Skandia,	131,392	.....
Liv. & Lon. & Globe, ..	1,171,605	.....	Sun Ins. Office,	301,262	5,707
Lon. & Lancashire, ..	87,400	47,202	Scottish Union,	22,642	.....
London Assurance, ..	391,458	673	State,	9,134	.....
Moscow,	100,750	.....	Svea, .....	.....	.....
Munich Reinsurance, ..	251,070	.....	Western Assurance, ..	.....	72,326
New Zealand,	82,339	69,369			
Totals,				\$10,852,382	\$2,458,514
Excess of amount sent to home offices,					\$8,393,868

In 1897 the amount sent to home offices was \$4,556,515; amount received from home offices, \$2,972,972; excess of remittances to home offices, \$1,583,543; excess in six years, \$15,904,833. In 1898 the amount sent to home offices was \$4,081,485; amount received from home offices, \$1,326,003; excess of remittances to home offices, \$2,755,482. In 1899 the amount sent to home offices was \$3,851,272; amount received from home offices, \$3,099,827; excess of remittances to home offices, \$751,445. In 1900 the amount sent to home offices was \$3,180,700; amount received from home offices, \$3,049,310; excess of remittances to home offices, \$131,489. In 1901 the amount sent to home offices was \$3,809,736; amount received from home offices, \$4,296,127; excess of remittances from home offices, \$486,391. In 1902 the amount sent to home offices was \$2,821,361; amount received from home offices, \$5,401,503; excess of remittances from home offices, \$2,580,142. In 1903 the amount sent to home offices was \$4,363,444; amount received from home offices, \$1,199,217; excess of remittances to home offices, \$3,164,227. In 1904 the amount sent to home offices was \$4,997,350; amount received from home offices, \$8,787,539; excess of remittances from home offices, \$3,790,189. In 1905 the amount sent to home offices, \$8,952,788; amount received from home offices, \$1,922,554; excess of remittances to home offices, \$7,030,234. In 1906 the amount sent to home offices was \$7,554,292; amount received from home offices, \$58,222,032; excess of remittances from home offices, \$50,667,740. In 1907, the amount sent to home offices was \$10,998,693; amount received from home offices, \$3,270,539; excess of remittances to home offices \$7,728,154.

REES, HENRY E., secretary of the Ætna Insurance Company of Hartford, is a native of Macon, Ga., where he was born April 29, 1857. He went into the local fire insurance business in his native city in 1881, and continued until 1884, when he was appointed special agent of the South Eastern Tariff Association, with headquarters at Atlanta. From 1885 to 1889 he was Southern special agent of the North British and Mercantile Insurance Company, and from 1889 to 1897 he served the Ætna in the same capacity. In the latter year Mr. Rees was called to the home office of that company, where his long experience with Southern fire underwriting was utilized, and he was appointed assistant secretary, and elected secretary of the Ætna on May 6, 1907.

REGGER, GEORGE F., formerly vice-president of the Franklin Fire Insurance Company of Philadelphia, was born in that city August 20, 1839, and received his education in the public schools. He was in mercantile pursuits until the outbreak of the Civil War, when he went to the front as a lieutenant of the Philadelphia Fire Zouaves. Soon after his return to civil life he connected himself with the fire insurance business in his native city, and in 1870 was city inspector for the Franklin Fire, to which company he has ever since been attached. He was successively its special agent in New York, associate general agent for New York and New England, manager of the agency department of the home office and second vice-president, and vice-president of the company. Mr. Regger retired from active business January 1, 1909.

REGISTER, HENRY V., Philadelphia, member of the firm of I. L. Register & Son, the oldest agency of the Equitable Life Assurance Society. He was born in 1871, and was graduated from Cornell University in 1892. He is a member of the Markham and the Merion Cricket Clubs.

REGISTER, I. LAYTON, Philadelphia, born in Delaware in 1842, came to Philadelphia in 1860 and engaged in the life insurance business, and has been one of the most successful men in the field. He established the Equitable Life Assurance Society in Pennsylvania in 1866 and has represented it ever since. He is an ex-president of the National Association of Life Underwriters, also of the Philadelphia Association, a past master, a past grand high priest, and past grand commander of Masonic bodies, and an ex-president of the Presbyterian Social Union, an important lay organization of that church. He organized one of the prominent trust companies in Philadelphia and is a member of several clubs, among them the Union League, the Historical Society, and the Merion Cricket Club.

REGISTER LIFE AND ANNUITY INSURANCE COMPANY of Iowa, Davenport, Ia. Organized 1889. P. W. McManus, president; William M. Radcliffe, secretary.

REINSURANCE AND SURPLUS LINE LAWS. The following is a statement of the laws regarding reinsurance of risks by

fire insurance companies, and the placing of excess lines in unauthorized companies.

ALABAMA. It is required that reinsurance be placed with a company authorized to do business in the state.

ARIZONA. Prohibited in any company not authorized to do business in the territory.

ARKANSAS. No insurance company shall, directly or indirectly, contract for or effect reinsurance of any risk in the state of Arkansas with any company not authorized to do business therein. (Section 89, chapter 10, Acts of 1901.) When any reinsurance is effected in an unauthorized company the entire tax thereon shall be paid by the original insuring company. [See Resident Agents laws.]

CALIFORNIA. Provision is made for placing insurance in unauthorized companies, and the commissioner may issue a license to any citizen of the state permitting the person named therein to place insurance in an unauthorized company, on payment of a fee of \$50, but the person before procuring the insurance must file an affidavit that he is unable to procure for a specified person, firm or corporation in a majority of the companies authorized to do business in the state the amount of insurance necessary. The person so licensed is required to keep a separate account and to make full report of such insurance with the commissioner, and to pay a tax of four per cent. on gross premiums, less return premiums, on such insurance.

COLORADO. Prohibited in companies not authorized to do business in the State. The resident agents law requires reinsurance contracts to be effected through resident authorized agents, and a return of all such reinsurance shall be made annually to the insurance commissioner in such form and detail as he may require.

CONNECTICUT. The laws of the State make no provision regarding reinsurance of risks.

Provision is made for placing of policies in unauthorized companies. The insurance commissioner, upon the payment of a fee of twenty dollars, may issue a license to any person permitting the person named to procure policies on property in the State in companies approved by the commissioner, which have not complied with the laws of the State. The person is required to file with the commissioner an affidavit that he is unable to procure, in companies authorized in the State, the amount of insurance necessary to protect the property, before acting under such license, and is required to file a sworn statement of such insurance annually with the commissioner.

DELAWARE. Reinsurance is permitted in unauthorized companies on permission of the commissioner. Section 12, Chapter 99, Vol. 22, covers reinsurance and reads as follows:

Section 12, No fire insurance company or association shall re-insure, in any manner whatsoever, the whole or any part of a risk

taken by it on property situated or located in this State, in any other company or association not authorized to transact business in this State, except upon the written consent of the Insurance Commissioner. No fire insurance company or association shall transfer or cede, in any manner whatsoever, to any company or association not authorized to do business in this State any risk or liability, or any part thereof, assumed by it under any form or contract of insurance covering property located in this State, including any risk or liability under any general or floating policy, or any agreement, general, floating, or specific, to reinsure excess loss by one or more fires, except upon the written consent of the Insurance Commissioner. No fire insurance company or association shall reinsure or assume, as a reinsuring company or otherwise, in any manner or form whatsoever, the whole or any part of any risk or liability, covering property located in this State, of any insurance company or association not authorized to transact business in this State, except upon the written consent of the Insurance Commissioner.

Companies are required to file with the commissioner annually, a report of all such reinsurance effected in the manner prescribed by the commissioner.

ILLINOIS. Prohibited in companies not authorized to do business in the State. The liability reinsured must have been originally assumed in full accord with the provisions of the statutes. The superintendent may require special statements of all reinsurances.

A law was enacted in 1903 providing that licenses may be issued to agents to place insurance in unauthorized companies. On the yearly payment of \$200 except in counties having less than 100,000 population, in which case the license fee shall not exceed \$25, the superintendent may issue licenses to citizens of the State to act as agent to procure insurance in unauthorized companies. Affidavit must be filed with the insurance department setting forth that such agent is unable to procure insurance sufficient to protect the property in authorized companies. A separate account of such business must be kept, which must be open to the inspection of the superintendent at any time, showing the amount of such insurance, the name of the corporation in which it is placed, and the location of the property. The agent must file bond in the penal sum of \$2,000, and gross premiums on such business are taxed 2 per cent.

KANSAS. No restrictions regarding re-insurance.

Provision is made for licensing agents to act as brokers, on payment of fee of ten dollars, to place insurance in unauthorized companies. The agent so licensed must file affidavit to the effect that he was unable after diligent effort to secure the required amount of insurance to protect the property described in the affidavit in regularly admitted companies. A separate account of such business must be kept and report filed with the superintendent of insurance. The agent licensed as a broker is required also to pay a tax of two

per cent. on gross premiums on policies placed in unauthorized companies.

KENTUCKY. The law makes no restriction as to companies, but provides that no credit shall be allowed or given as a reduction of liabilities for re-insurance made in unauthorized companies.

Provision is made (Section 698), for placing business with unauthorized companies. The commissioner may issue licenses to citizens of the State on payment of fee of twenty-five dollars, but such licensed person must make affidavit that he is unable to procure in admitted companies the amount of insurance necessary, and can only procure such insurance after he has procured insurance in authorized companies to the full amount which such companies are willing to write on the property. Such licensed person shall keep a separate record of the business so placed and file a report annually with the insurance commissioner.

LOUISIANA. Prohibited in companies not authorized to do business in the State. The law makes special provision for the placing of insurance and reinsurance in unauthorized companies, when it is impossible to procure sufficient insurance in authorized companies. The provisions of the law are practically the same as the Kentucky law, except that the license fee is twenty dollars.

MAINE. Makes no restrictions as to companies.

It is provided that the commissioner may license a citizen of the State, already agent of one or more authorized companies, to place insurance in unauthorized companies, on affidavit that he is unable to procure the necessary insurance in authorized companies, and after the writing capacity of authorized companies is exhausted. Such person must give bond in the sum of \$500, make report of business to the department, and pay a tax equal to 2 per cent. on gross premiums less return premiums.

MARYLAND. Makes no restrictions as to reinsurance.

The legislature of 1908 passed a law, amending Article 23, of the Code of Public General laws, which provides, (Section 157A), that all persons, firms or corporations obtaining insurance in unauthorized companies must file a statement of such insurance, giving name of company, location of risk, amount of insurance, etc., and shall pay a tax thereon of five per cent. and one dollar as a filing fee must be paid to the commissioner. An additional section, (Section 157B), provides that. "Whenever any person or firm resident in this State or corporation incorporated under the laws of this State, shall file with the Insurance Commissioner an affidavit that said person, firm or corporation is unable to obtain in companies legally authorized to do business in this State, insurance or a sufficient amount thereof on property situated in this State owned by said person, firm or corporation, then the Insurance Commissioner shall issue a license to such person, firm or corporation authorizing the procurement of insurance in *non*-admitted companies or

associations to the extent of the insurance desired, and such person, firm or corporation shall not be required to pay the tax imposed by the preceding section, but shall be required to pay to said Insurance Commissioner a fee of one dollar on each policy so obtained."

The commissioner shall keep a record of such insurance, and the company or its agent, is given the right to enter the state to adjust a loss. A violation of the above sections is made a misdemeanor which carries a penalty of a fine of not less than \$100, nor more than \$1,000, or imprisonment for not less than one month nor more than six months.

MASSACHUSETTS. The resident agent's law prohibits reinsurance in companies not authorized to do business in the State, except that the law has special provisions for the placing of insurance and reinsurance in unauthorized companies when it is impossible to procure sufficient insurance in authorized companies, and filing affidavit. If reinsurance is effected other than through duly licensed resident agents and in authorized companies the entire tax must be paid by the original insuring company without deduction on account of such reinsurance and no deduction in reserves to be charged against the company is allowed. Insurance in unauthorized companies can only be procured after insurance has been procured in authorized companies to the full amount which they are willing to write on the property. The fee for special licenses is twenty dollars, and a separate account must be kept and report filed with the insurance department.

MICHIGAN. Prohibited in any company not authorized to do business in the State. Sworn statements required annually of all reinsurances, with names of companies.

Provision is made for placing excess lines in unauthorized companies. The law is practically the same as the Kentucky law, [which see.]

MINNESOTA. No prohibition relative to effecting reinsurance on any risks written in the State by an authorized company. Companies must report reinsurances effected with unauthorized companies. No credit for such premiums is allowed in the payment of taxes.

MISSISSIPPI. Prohibited in companies not authorized to do business in the State. Provision is made for placing business with unauthorized companies, on affidavits and after writing capacity of authorized companies is exhausted.

MISSOURI. There are no restrictions in respect to companies. Foreign companies are required by the resident agents laws to place business only through licensed resident agents. The superintendent of insurance, however, may issue to an agent who is regularly commissioned to represent one or more fire or fire and marine or storm insurance companies, authorized to do business

in this State, a certificate of authority to place excess lines of insurance in companies not admitted to do business in this State: Provided, however, that the party desiring such excess of insurance shall first file an affidavit with the superintendent of insurance that he has exhausted all the insurance obtainable from authorized companies.

MONTANA. Prohibited in companies not authorized to do business in the State. Law requires reinsurance contracts to be effected through authorized resident agents. Sworn statement required annually of all reinsurances.

NEBRASKA. A company must file with the insurance commissioner a sworn statement that it will not directly or indirectly, by way of reinsurance or otherwise, insure any property in the State, except under a policy regularly issued and duly countersigned by a local agent, licensed by the insurance commissioners. A sworn statement of all reinsurance required annually.

NEVADA. Prohibited in companies not authorized to do business in the state.

NEW HAMPSHIRE. Prohibited in companies not authorized to do business in the State. Requires reinsurance contracts to be effected through authorized resident agents under the resident agents law. Any authorized agent may procure insurance in unauthorized companies when the aggregate amount of insurance which companies legally doing business in the State will write upon the property is not sufficient to protect it.

NEW JERSEY. No restrictions as to companies. Section 82 relates to placing insurance in unauthorized companies, and reads as follows:

Section 82. The commissioner of banking and insurance may issue to any citizen of this State a license, revocable at any time, permitting the person named therein to procure fire insurance as agent on property in New Jersey in insurance companies not authorized to do business in this State; but before the person named in such license shall procure any insurance in such companies on any property in this State, he shall execute and file with said commissioner an affidavit that after diligent effort he is unable to procure, in companies admitted to do business in this State, the amount of insurance necessary to protect said property, and he shall only procure insurance under such license after he has procured insurance in companies authorized to do business in this State to the full amount which said companies are willing to write on said property: Provided, that such licensed person shall not be required to offer any portion of such insurance to any company which is not possessed of cash assets amounting to at least twenty-five thousand dollars, or one which has, within the preceding twelve months, been in an impaired condition; each person so licensed shall keep a separate account of the business done under such license, which shall be at all times open to the inspection of the commissioner of banking and insurance, his deputy, or any person employed by him to inspect the same, a certified copy of which amount the licensee shall forthwith file with the commissioner of banking and insurance, showing the exact amount of such insurance placed for any person, firm, or corporation, the gross premium charged thereon, the companies in which the same is placed, the date of the policies and the terms thereof, and before receiving such license shall execute and deliver to the commissioner of banking and insurance a bond to the State of New Jersey in the penal sum of three

thousand dollars, with such sureties as said commissioner shall approve, conditioned that the licensee will comply with all the requirements of this act, and will pay to the commissioner of banking and insurance, or where such policies cover risks in any city, town, borough, township or portion of a township, or fire district in this State, which now has or may hereafter have a duly-incorporated firemen's relief association, to the treasurer of such association, in January and July of each year, the sum of three dollars for each one hundred dollars and at that rate upon the whole amount of gross premiums charged for insurance procured or placed under such license during the preceding six months; the amount of taxes paid to the commissioner of banking and insurance under the provisions of this section shall be distributed by him in the manner now or hereafter provided by law as to taxes collected by him from fire insurance companies of other states and foreign countries.

NEW MEXICO. Prohibited in companies not authorized to do business in this territory.

NEW YORK. Section 22, Chapter 690, Laws of 1892.

"Every insurance corporation doing business in this State may reinsure the whole or any part of any policy obligation in any other insurance corporation. When the reinsurance is made by any other than a life insurance corporation, it shall be required to hold as an unearned premium fund an amount equal to the unearned portion of the gross premiums charged on such reinsured obligations from the date of their issuance by the corporation reinsured. No credit of any kind shall be allowed or given either as a reduction of taxes or of liabilities, to any corporation transacting business in this State for reinsurance made in corporations not authorized to issue policies in this State. The superintendent of insurance shall require schedules of reinsurance to be filed by each corporation at the time of making its annual report to the department."

Section 137, chapter 611, laws of 1894 provides for placing insurance in unauthorized companies. The superintendent of insurance, in consideration of the yearly payment of \$200, except in counties having less than 100,000 inhabitants, in which case the fee shall not exceed \$25.00, may issue to citizens of this State, not exceeding 200 in number, a license, revocable at any time, permitting the party named in such license to act as agent to procure policies of fire insurance from corporations, persons, partnerships, and associations which are not authorized to do business in the State. Before such insurance shall be procured affidavits in duplicate, setting forth that the party is unable after diligent search to procure sufficient insurance to protect the property in authorized companies, must be filed by the agent and by the party desiring the insurance; one with the superintendent of insurance and one with the clerk of the county where such property is located. Reports of such business must be made to the department by the agent, and gross premiums on such insurance are taxed three per cent.

NORTH CAROLINA. Prohibited in companies not authorized to transact business in the State, and upon admission to the State a company must file a sworn declaration that it will not reinsure in unauthorized companies. Annual returns must be made of all re-insurances effected directly or indirectly on property in the State.

Provision is made for placing business with unauthorized companies, and the law is practically the same as the Connecticut law [which see].

OHIO. Prohibited in companies not authorized to do business in State. Companies required to file an annual statement under oath, showing the name of each fire insurance company or association reinsured and reinsuring.

A surplus line law was passed in 1904. This provides that the superintendent of insurance may license citizens to procure insurance in unauthorized companies, but "before the person named in such license shall procure any insurance in such companies on any such property, he shall in every case file with the superintendent of insurance his own affidavit and the affidavit of the person, or of the president or secretary of the corporation, owning the property on which the insurance is proposed to be placed, which shall have force and effect one year only from the date thereof, that such owner is unable to procure from companies authorized to do business in this State the amount of insurance necessary to protect said property." The fee is \$10.00, and the person so licensed shall file a bond with the superintendent of insurance for \$2,000.00. A separate account of such business must be kept and a full report of such insurance, with name of owner of property and company in which it is placed, must be filed with the superintendent.

PENNSYLVANIA. Prohibited in companies not authorized to do business in the State.

Insurance may be procured in unauthorized companies in the event of a larger line of insurance being required than authorized companies are willing to carry by making affidavit to that effect to the insurance commissioner. Reports of insurance so placed shall be made to the commissioner. The legislature of 1907 amended the law somewhat by providing for the licensing of persons, agents, officers or members of any insurance firms, as insurance brokers to procure insurance in unauthorized companies. The licensed broker as well as the party desiring insurance must file affidavit setting forth that the person desiring insurance is unable to procure it in authorized companies. The broker is required to keep a separate account of such business, and a tax, payable on January and July of three per cent. on gross premiums of the previous six months so placed, is imposed. The license fee of the broker is \$100, and each party receiving a license must file a bond for \$1,000.

TENNESSEE. There are no restrictions as to reinsurance and no special provision for placing purely surplus or excess lines. Insurance may be placed by regularly licensed brokers in companies not authorized in the State under certain conditions, and the broker shall pay the same fee as is required of companies, and also file a statement with the insurance department. The legislature of 1907 amended the law by adding a proviso that whenever a citizen shall file an affidavit that he is unable to procure adequate insurance from licensed companies and shall file an application for permission for a representative of any designated company to come into the state for the purpose of inspecting his risk or adjusting loss, the commissioner shall issue such permit, and it shall be lawful for such

representative of an unlicensed company to enter the state for the purpose specified in the application. As a condition of granting the permit the applicant shall pay two and a half per cent. of all premiums paid to any unlicensed company.

TEXAS. The law permits home companies to reinsure in any other authorized companies. No law regarding other companies, but the resident agents law requires that all policies must be issued or signed by regularly licensed agents, and a report of all reinsurance in unauthorized companies is required.

The law provides that the commissioner on payment of a fee of twenty-five dollars may issue to an agent who is regularly commissioned to represent one or more fire, fire and marine insurance companies authorized to do business in this State, a certificate of authority to place excess lines of insurance in companies not authorized to do business in this State; provided, that the party desiring such excess insurance shall file with the Commissioner of Insurance and Banking an affidavit that he has exhausted all the insurance obtainable from companies duly authorized to do business in the State.

VERMONT. No restrictions as to companies, but in computing taxes no deduction is allowed on reinsurance premiums except on reinsurance in authorized companies.

The commissioners may license any resident of the State to place insurance in unauthorized companies. The fee is \$10.00, and there is a tax of three per cent. on gross premiums, less return premiums, on business placed in unauthorized companies. The person so licensed must file quarterly with the commissioners a statement of the amount of insurance so placed, amount of the gross premium, and name and location of companies in which the insurance is placed.

VIRGINIA. Prohibited in companies not authorized to do business in the State if the business is written within the State—otherwise not.

WEST VIRGINIA. Prohibited in companies not authorized to do business in the State (Section 2, Resident Agents law).

WISCONSIN. Reinsurance permitted in any responsible company whose capital and surplus shall equal or exceed \$100,000.

In addition to the above the legislatures of Indiana, Nevada, New Mexico, North Dakota, and West Virginia in 1901, and that of Florida in 1903, passed laws prohibiting the reinsurance of risks located within their respective localities, in companies not authorized to do business therein. An effort to repeal the reinsurance law in Ohio failed in 1902. The resident agents law of South Carolina requires reinsurances upon property in the State to be reported annually with names of companies to the department, while the resident agents law of Idaho exempts reinsurances from the require-

ments of the law in respect to signing by the resident agent, while a ruling by the Texas department makes the resident agents law apply to re-insurances.

REINSURED, RETIRED, AND FAILED INSURANCE COMPANIES IN 1908. The following is a list of the joint stock fire insurance companies which ceased to do business for various causes in 1908:

NAMES.	Paid-up Capital.	Reinsured by.
Alliance Fire, Austin, Minn.....	\$100,000	Connecticut Fire.
American, Boston.....	300,000	Retired.
British-American, New York.....	200,000	Retired.
Capital Fire, Little Rock, Ark.....	.....	Retired.
Commercial Fire, Texas.....	.....	Spring Garden, Philadelphia.
Cosmopolitan Fire, New York.....	300,000	Royal Exchange.
Eagle Fire, New York.....	300,000	North British and Mercantile.
Germania Fire, New Orleans.....	100,000	Teutonia, New Orleans.
German Union Fire, Baltimore.....	300,000	Southern, New Orleans.
Guardian Fire, Pittsburgh.....	200,000	Southern, New Orleans.
Hamilton Fire, New York.....	200,000	Delaware, Pa.
Home, Greensboro, N. C.....	50,000	Southern Underwriters.
Home Fire, Little Rock, Ark.....	.....	Retired.
Houston Fire and Marine, Texas....	115,480	Failed.
Illinois Bankers' Fire, Mt. Vernon, Ill.	100,000	Retired.
Inland Fire, Spokane, Wash.....	.....	Failed.
Insurance Company of Tennessee, Nashville.....	50,000	National, Connecticut.
Indianapolis Fire, Ind.....	200,000	German-American.
Mississippi Home, Vicksburg.....	100,000	Failed.
Reliable, Oklahoma City, Okla.....	25,000	St. Paul Fire and Marine.
Star Fire, Louisville.....	200,000	Retired.
Walla Walla Fire.....	200,000	American Home, Seattle.
York County Fire Pa.....	100,000	Retired.

The following mutual companies failed: Cambridge Mutual Fire, Cambridge, Mass., reinsured by the Royal; China Mutual, Boston; Commercial Mutual Fire, South Omaha, Neb.; Lumbermen's and Merchants' Mutual Fire, Williamsport, Pa.; Moreland Mutual Fire, Lairdsville, Pa.; Southwestern Mutual Fire, Hot Springs, Ark.

The following life, casualty and miscellaneous insurance companies also retired from business in 1908: American Mutual Aid, Birmingham, Ala.; Buffalo Life, reinsured by the Metropolitan Life; Central Accident, Pittsburgh, Pa., reinsured by the Maryland Casualty; Commonwealth Life of Fort Smith, Ark., merged with the National Life of St. Louis; Consolidated Casualty of Minneapolis, reinsured by the National Casualty of Detroit; General Accident of Philadelphia; Mutual Reserve Life of New York, receivership; Mutual Savings Life of New York, reinsured by the Liberty Life of New York; Minnesota Mutual Casualty of St. Paul, reinsured by the Consolidated Casualty of Minneapolis; Nebraska Casualty, Holdrege, Neb.; Protective Disability, Boston, Mass.;

Republic Life, Chicago, Ill.; Scranton Mutual Life of Scranton, Pa. (assessment), reinsured by the Scranton Life.; Sterling Casualty of Columbia, S. C., absorbed by the Southern Life of Fayetteville, N. C.; United American Life of Philadelphia, reinsured by the General Accident of Perth; West Virginia Casualty, Clarksburg, W. Va.

RELIANCE INSURANCE COMPANY of Philadelphia was incorporated 1841. Capital, \$300,000. William Chubb, president; Charles J. Wister, Jr., secretary.

RELIANCE LIFE INSURANCE COMPANY, Pittsburg, Pa. Organized 1903; capital and surplus, \$1,000,000. J. H. Reed, president; H. G. Scott, secretary.

RELIANCE MARINE INSURANCE COMPANY, THE (Limited), Liverpool, Eng. W. L. H. Simpson, attorney and manager, New York.

RESERVE LOAN LIFE INSURANCE COMPANY, Indianapolis, Ind. Organized 1897. Chalmers Brown, president; W. R. Zulith, vice-president; W. K. Bellis, secretary; G. L. Stayman, assistant secretary. Total admitted assets, December 31, 1908, \$1,863,052.21; liabilities, \$1,737,863.40, and surplus \$125,188.81.

RESIDENT AGENTS LAWS. Laws relating to the writing of risks in the State by fire insurance companies through local agents only are in force in all the states except California and New York.

Resident agents laws were adopted in 1897 in the states of Alabama, Colorado, Georgia, Iowa, Missouri, Montana, New York, North Carolina, Texas, and Washington, in 1898 in the states of Kentucky and Louisiana, in 1899 in the states of Colorado, Florida, Nebraska, Oregon, Pennsylvania, and Tennessee, in 1900 in the states of Maryland, Mississippi, and South Carolina, in 1901 in the states of Arkansas, Delaware, Idaho, Nevada, New Mexico, Utah, and West Virginia, in the State of Kentucky in 1902, and in the State of Wyoming in 1903. Revised laws were passed in Michigan, Montana, Washington, and Wisconsin in 1899, and in North Dakota in 1901. New York passed a law in 1897, but it failed to receive the governor's approval. Louisiana and New Jersey revised their resident agents laws in 1902, and Mississippi, Nebraska, North Carolina, and Texas in 1903. Colorado made the resident agents provision apply to life insurance companies in 1903. Hawaii adopted a resident agents section in the insurance law passed in 1903, and Florida revised its law the same year. New Mexico revised its resident agents law in 1905. Virginia revised its law in 1906; Colorado and Wisconsin in 1907; Arizona enacted a law in 1907; and Oklahoma passed a law in 1909. The following is a statement of the resident agents laws in force June 1, 1909:

ALABAMA. Section 10 of an Act to Regulate the Business of Insurance in the State of Alabama. Approved February 18, 1897.

Section 10. That insurance companies not incorporated by the laws of Alabama, but legally authorized to do business in this State through regularly commissioned and licensed agents located in this State, shall not make contracts of insurance on life or property herein save through agents of such companies regularly commissioned and licensed to write policies of insurance in Alabama, provided, however, that this act shall not apply to fire insurance companies covering actual property of railroad companies engaged in interstate commerce.

The same legislature passed another law (chapter 665, acts of 1897) having the same purpose as the section of the act above quoted. It further requires that every fire, fire marine, and marine insurance company shall file with the State auditor, before he shall issue to it a license, an affidavit that it has not violated any of the provisions of this act for the past twelve months, and that it accepts the terms and obligations of this act as part of the consideration of its license. On the complaint of any citizen of the State that a company authorized to do business in this State has violated any of the provisions of this act, the State auditor is authorized to examine the officers and books and papers of such company at its expense if found guilty. Any violation of the provisions of this act or refusal to submit to the aforesaid examination subjects the offender to a forfeiture of its license for twelve months.

ARIZONA. Act of 1907:

Sec. 1. No fire insurance company, society, association or partnership not incorporated under the laws of this Territory, but legally authorized to transact business herein, shall make, write, place, or cause to be made, written or placed, any policy, duplicate policy or contract of insurance of any kind or character, or any general or floating policy, upon property situated or located in this Territory, except after the said risk has been approved, in writing, by an agent who is a resident of this Territory, and who shall maintain a bona fide duly operated business office in this Territory, and who shall be regularly commissioned and qualified to transact insurance business herein, who shall countersign all policies so issued and receive the commission thereon when the premium is paid, to the end that this Territory may receive the taxes required by law to be paid on the premiums collected for insurance on all property located in this Territory.

ARKANSAS. Law passed by the legislature in 1901.

Section 1. Any fire insurance company authorized to do business in the State is hereby prohibited from authorizing or allowing any person, agent, firm or corporation who is a non-resident of the State of Arkansas, to issue or cause to be issued any policy or policies of insurance or reinsurance on property located in the State of Arkansas.

Sec. 2. Any person, agent, firm, or corporation licensed by the auditor to act as a fire insurance agent in the State of Arkansas, is hereby prohibited from paying, directly or indirectly, any commission, brokerage, or other valuable consideration on account of any policy or policies, covering on property in the State of Arkansas, to any person, agent, firm, or corporation who is a non-resident of this State, or to any person, agent, firm, or corporation not duly licensed by the auditor as a fire insurance agent.

Section 3 provides for the penalties for violating the act, and Section 4 authorizes the state auditor to examine persons and papers to ascertain if the act is violated.

The law was amended by the legislature in 1905 to apply to accident, employers' liability, steam boiler, and surety companies.

COLORADO. Section 33 of Act of 1907 creating an insurance department.

Section 33. It shall be unlawful for any foreign insurance company to make, write, place or cause to be made, written or placed in this State any insurance policy or contract of any kind to provide against any contingency which may be insured or guaranteed against, unless done through its duly and regularly appointed and authorized agent or agents, residents of this State; any insurance company violating this section, shall have its certificate of authority to do business in this State suspended not less than one year, and it shall only be renewed upon a written pledge from the directors or executive body in authority over the officers, that this Section will be fully and faithfully observed.

CONNECTICUT. Section 2852, Chapter 170, General Statutes. The law was passed in 1893 and is as follows:

Section 1. Foreign fire insurance companies and fire insurance companies of other States of the United States permitted to do business in Connecticut shall make contracts of insurance on property therein only through constituted and licensed resident agents.

DELAWARE. Section 62 of the Act of 1901, to re-enact and revise the insurance laws of Delaware, is a copy of the Pennsylvania Resident Agents Law, which see on the following page.

FLORIDA. The legislature in 1903 adopted the following substitute for Chapter 4674 of the Acts of 1899:

Section 1. That no fire insurance company or association authorized to transact business in this state shall reinsure or enter into any contract to indemnify any fire insurance company or association not authorized to transact business in this state against loss by fire to property located in this state.

Sec. 2. That all policies or contracts of indemnity against loss by fire to property located in this state issued or entered into by any fire insurance company or association authorized to transact business in this state shall be issued and countersigned by a local agent, who is a resident of this state, regularly commissioned and licensed to transact a fire insurance business herein, and such local agent shall receive on each policy the full and usual commission allowed and paid by such company or association to its agents on business written or done by them for it: Provided, however, that this section shall not apply to policies of reinsurance issued to another fire insurance company regularly authorized and transacting a general fire insurance business in this state, nor to policies of insurance on the rolling stock of railroad companies doing a general freight and passenger business.

Sec. 3. That no fire insurance company or association authorized to transact business in this state shall request or permit anyone acting as its agent and residing in this state to divide or offer to divide, directly or indirectly, the commission due to or received by any such agent with any other agent or broker or other person not a resident of this state.

Sec. 4. That no fire insurance company or association authorized to transact business in this state shall be permitted to appoint or employ as its agent or representative any person or persons who have divided or offered to divide, directly or indirectly, his or their commissions or the profits of his or their business with any person or persons not a resident of this state, but shall immediately withdraw and cancel any such commission of authority to act as its agent in this state as may be held by any person or persons upon information that such person or agent has divided or offered to divide his or their commission with any person or persons not a resident of this state.

Sec. 5. The renewal of license to transact the business of fire insurance in this state for companies or associations shall only be issued after the secretary or manager of such company or association so desiring to renew license to do business in this state shall first have made oath that no policy or contract of insurance covering property located in the state of Florida

has been issued, written, or placed during the twelve months preceding, except by resident local agents of such company or association in Florida duly commissioned, and that said local agent has received the full, entire, and usual commission due and allowed its agents, and that to the best of his knowledge and belief none of its agents or representatives in this state has divided or offered to divide his commission or other profits with any non-resident of this state, and that such company or association has not re-insured or entered into any contract to indemnify any fire insurance company or association not authorized to transact business in this state against loss by fire to property located in this state, and until and after such company or association shall have complied with all other laws of this state in respect to the admission of companies of other states or foreign countries.

Sec. 6. That whenever the board of insurance commissioners shall have received information that any fire insurance company or association has violated any of the provisions of this act they are authorized, at the expense of such company or association, to examine by themselves or their accredited representative, at the principal office or offices of such company or association located in the United States of America, or in any foreign country, and also at such other offices or agencies of such company or association as they may deem proper, all books, records, and papers of such company or association, and may examine, under oath, the officers, managers, and agents of such company or association as to such violation or violations. The refusal of any such company or association to submit to such examination or to exhibit its books and records for inspection shall constitute a forfeiture of its license, as hereinafter provided for.

GEORGIA. Law passed by the Legislature in 1897.

This law is nearly the same in phraseology as the Alabama law preceding, and prescribes the same conditions as to filing affidavit, examinations, and penalty for violations. The following is the first section:

Section 1. . . . Fire insurance companies not incorporated by the laws of the State of Georgia, but legally authorized to do business in this State, through regularly commissioned and licensed agents located in this State, shall not make contracts of fire insurance on property herein save through agents of such companies regularly commissioned and licensed to write policies of insurance in Georgia; provided, however, that this act shall not apply to property of railroad companies and other common carriers. [See Cyclopaedia of 1896-97, page 294, for the text of the entire law.]

The law was amended by the Legislature of 1906 to apply to accident, liability and casualty insurance companies.

HAWAII. Act of April 28, 1903:

No insurance company or corporation licensed to do business in this territory shall accept any application for insurance, nor shall it write, issue, or deliver any policy of insurance covering a risk located within this territory, except through a duly appointed agent of such insurance company or corporation who is a bona fide resident firm or corporation of the territory, resident herein and licensed as agent of such insurance company or corporation by the commissioner to write and solicit insurance for such insurance company, corporation, or association. The license of such insurance company or corporation which shall violate this section shall be revoked by the commissioner, and such organization shall not be again licensed to do business in this territory until it shall have paid into the treasury of the territory the sum of \$500 as a license fee. This section shall not apply to the acceptance of or effecting of reinsurance.

IDAHO. Laws of 1901.

Section 1. No insurance company or association not incorporated under the laws of this State, authorized to transact the business of fire, accident, surety, liability, and workmen's collective insurance, shall make, write, place, or cause to be made, written, or placed any policy, duplicate policy, or contract

of insurance of any kind or character or any general or floating policy upon any property situated or located in this State, except after the said risk has been approved in writing by an agent who is a resident of the community in which said risk is located, and being a regularly licensed and duly commissioned agent to transact insurance business therein, who shall countersign all policies so issued and receive the commission thereon when the premium is paid. Nothing in this act shall be construed to prevent any such insurance company or association authorized to transact business in this State from issuing policies at its principal or department offices covering property in this State, provided that such policies are issued upon applications procured and submitted to such companies by duly authorized agents, who are residents of the county and State in which said property is located, which agents shall countersign all policies so issued and receive the commission thereon when paid. No provision in this section is intended to apply to direct insurance covering the rolling stock of railroad corporations or property in transit while in the possession and custody of common carriers, nor the property of such common carriers used or employed in their business as common carriers of freight, merchandise, or passengers.

ILLINOIS. Section 261, Chapter 73 of the Revised Statutes.

Section 261. It shall be unlawful for any insurance company legally authorized to transact business in the State of Illinois to write, place, or cause to be written or placed, any policy or contract for indemnity for insurance upon property situated or located in the State of Illinois, except through legally authorized agents in the State of Illinois, and the writing, placing, or causing to be placed, of any such policy of insurance is hereby declared to be a violation of the law providing for the payment of taxes by foreign insurance companies doing business in the State of Illinois. Approved and in force March 11, 1869.

INDIANA. Act approved March 9, 1891.

The law is similar to that of Illinois printed above.

IOWA. Code of 1897.

Section 1739. . . . No such company shall write, place, or cause to be written or placed any policy or contract for insurance upon property situated or located in this State except through its resident agent or agents.

KANSAS. Section 47 of Article I of the Insurance Laws.

Section 47. Any fire insurance company authorized to do business by the superintendent of insurance is hereby prohibited from authorizing or allowing any person, agent, firm, or corporation, who is a nonresident of the State of Kansas, from issuing or causing to be issued any policy or policies of insurance on property located in the State of Kansas.

KENTUCKY. Sections 15 to 18 of the General Revenue Act of 1902.

Section 15. Every insurance company, other than life insurance companies and assessment casualty companies, not organized under the laws of this state, but writing policies or contracts of insurance on property located in this state, or doing business therein, shall, on July first of each year, or within thirty days thereafter, return to the auditor of public accounts, for deposit in the insurance department, a statement under oath of all premiums received for the twelve months preceding on policies or contracts of insurance written by the local resident agents, and shall give the amount of premiums received by each local agency and the losses paid thereon, and shall at the same time pay into the state treasury a tax of two dollars upon each one hundred dollars of premiums received; and shall also make a statement in detail under oath of all premiums received for the twelve months preceding on policies or contracts of insurance covering property located in this state, written either at the home offices, branch offices, by brokers or by nonresident agents or by reinsurance of companies not authorized to do business in

Kentucky, and also make statement in detail of the losses paid under such policies, and shall at the same time pay into the state treasury the tax of two dollars upon each one hundred dollars of premiums so received; if not paid within thirty days, a penalty of five dollars additional of each one hundred dollars of the gross premiums shall attach. Said statements of insurance written by other than authorized local agents duly licensed by the state of Kentucky shall show each policy written, its number, the assured, date, expiration, amount, rate, and premium and the kind and location of the property insured.

Section 16. Any company or association, as contemplated in this section, failing and refusing to make such report and to furnish all the data and information as required in sections 12, 14, 15, and 16 of this article, shall be deemed guilty of a misdemeanor, and on conviction be fined one thousand dollars for each offense.

Section 17 and 18 apply the law to "all mutual assessment companies, associations, individual firms, underwriters, or Lloyds not organized under the laws of Kentucky, but having resident members doing business therein."

LOUISIANA. Section I of Act of 1902.

An insurance company, corporation, or association authorized to do business in this state, is hereby prohibited from authorizing or allowing any person, agent, firm, or corporation who is a nonresident of the state of Louisiana, to issue or cause to be issued any policy or policies, or contracts of insurance, or cover on any risk or property located in the state, or upon the lives or health of any person or persons residing in the state of Louisiana.

MAINE. Sections 72 and 73 of the Revised Statutes Relating to Insurance, as amended by Chapter 95 of the laws of 1895.

Section 72—III. . . . Upon receiving the papers herein enumerated the commissioner may, if he deems it advisable, grant a license authorizing a company to do insurance business in this State by constituted agents resident therein, subject to its laws until the third day of next July, etc.

Section 73. The commissioner may issue a license . . . to any resident of this State to act as an agent of any foreign insurance company which has received a license to do business in this State as provided in Section 72, etc.

MARYLAND. Section 126 B, Article 23, Code of Public General Laws, enacted 1900.

126. B. No corporation or association authorized to transact business in this State, and no copartnership or individual, resident or nonresident, shall write any policy of insurance, or assume any liability in the matter of insurance upon any property, real or personal, situated in this State, unless such policy, certificate, or other evidence of liability assumed by said corporation, association, or individual shall have been, previous to delivery, written and signed or countersigned by an officer or agent, resident in this State, authorized by law to sign such policy or contract; provided, however, that policies issued to railway corporations insuring the rolling stock and other movable property of said road, and those insuring the liability of such railroads as common carriers, shall be subject to the requirements that they shall be signed by the resident agent in cases only where more than one-half the trackage of the road operated by such railway companies is situated in the State of Maryland.

MASSACHUSETTS. Section 77 of Chapter 552 of the Acts of 1894.

Section 77. Foreign insurance companies, upon complying with the conditions herein set forth applicable to such companies, may be admitted to transact in this commonwealth by constituted agents resident therein any class of insurance authorized by the laws of the commonwealth, subject to all

general laws now or hereafter in force, relative to the duties, obligations, prohibitions and penalties of insurance companies, and subject to all laws applicable to the transaction of such business by foreign insurance companies and their agents; provided, that no provision of law which by its terms applies specifically to domestic life insurance companies shall hereby become applicable to foreign life insurance companies.

MICHIGAN. Section 161, Compilation of the Insurance Laws of Michigan.

Section 161. It shall be unlawful for any insurance company, legally authorized to transact business in the State of Michigan, to write, place, or cause to be written or placed, except through a duly licensed agent in this State, any policy or contract for indemnity for insurance in the State of Michigan, in or through any such legally authorized company outside of the State of Michigan.

In an act to prohibit reinsurance in unauthorized companies, passed in 1899, the following clause appears in Section 2: "Provided, also, that nothing in this act shall be construed as preventing any insurance company which has lawfully issued a policy of insurance through its resident agent upon property within the State from reinsuring said risk or any portion thereof in any authorized company without having said policy of reinsurance signed by a local agent in the State.

MINNESOTA. Section 76 of Chapter 175 of the Laws of 1895.

The section is a copy of Section 77 of Chapter 522 of the acts of 1894 of Massachusetts, *ante*.

MISSISSIPPI. Section 84 of act approved March 5, 1902.

Section 84. Foreign fire insurance companies legally authorized to do business in this State through regularly commissioned and licensed agents located in this State shall not make contracts of fire insurance on property herein save through such resident agents as are regularly commissioned by them and licensed to write policies of fire insurance in this State. No provision of this section is intended to or shall apply to direct insurance covering the rolling stock of railroad corporations or property in transit while in the possession or custody of railroad corporations or other common carriers.

MISSOURI. Section 2912d of the Revised Statutes as amended in 1897.

Section 2912. Foreign companies admitted to do business in this State shall make contracts of insurance upon property or interest therein only by lawfully constituted and licensed resident agents, who shall countersign all policies so issued. Any such insurance company which shall violate any provision of this section shall suffer a revocation of its authority by the superintendent of insurance to do business in this State, in addition to the penalty prescribed in Section 5917, such revocation to be for the term of one year.

MONTANA. An act approved March 4, 1897.

Section 1. It shall be unlawful for any fire insurance corporation legally authorized to transact business in the State of Montana, to write, place, or cause to be written or placed, any policy or contract of indemnity of insurance upon property situate in the State of Montana, in or through any such legally authorized corporation outside of the State of Montana, or in or through any other corporation outside of the State of Montana, or to adjust, settle or pay, or cause to be adjusted, settled or paid any loss arising from any contract of indemnity or insurance, except those made through a duly licensed agent of the insurance corporation, resident in the State of Montana.

The penalty for violation of the act is revocation of license for a period of ninety days, and a company cannot be re-admitted until it has paid all taxes and penalties, together with any expenses that may be due under the law. No action shall be maintained in the courts of the state upon any policy issued in violation of the law. Section 5 of the act prohibits the state auditor from issuing a certificate of authority to write policies of fire insurance to any person, firm or corporation unless a legal resident of the state at the time such authority is issued.

NEBRASKA. Act approved April 3, 1909.

SECTION 1. That any fire, fire and marine, tornado, hail, rent, accident, health, casualty, liability, boiler, flywheel, profits, credit, elevator, disability, plate glass, burglary, bonding, title, surety, or fidelity insurance company legally authorized to do business in this State is hereby prohibited from authorizing, allowing, or permitting any person or persons, partnership, association, corporation, or agent that is a non-resident of the State of Nebraska to issue or to cause to be issued, to sign or to countersign, or to deliver or to cause to be delivered any policy or policies of insurance or of reinsurance on any property, person, or persons located in the State of Nebraska, except through regularly commissioned and legally licensed agents of such companies resident within this state; and said companies are also hereby prohibited from assuming liability, by way of re-insurance or in any other way, for all or any part of the liability of any person, persons, partnership, association or corporation not legally authorized to do business in the State of Nebraska for or upon any contract covering in whole or in part upon any property, person, or persons within this State; provided, however, that this Act shall not apply to the property of railroad companies and other common carriers transacting an interstate business, where such property is insured under a schedule covering in more than one state.

The act provided that before a certificate or license shall be issued a sworn statement shall be filed by each company setting forth that it has not and will not violate any of the provisions of the act. The act also prohibits the paying or giving directly or indirectly, any commission, brokerage, rebate or other valuable consideration on account of any policy or policies, and the penalty for violation of the act upon a company is revocation of license for not less than three months nor more than six months for the first offense and for each offense thereafter not less than one year; and upon the agent revocation of license for each and every company for which he shall have been licensed for not less than three months for the first offense and for a second offense for a period of one year.

NEVADA. Act approved March 6, 1901.

The text of the act is the same as that of Oregon, which see on a following page.

NEW HAMPSHIRE. Act approved March 11, 1899.

Section 1. No fire insurance company or association not incorporated under the laws of this State, authorized to transact business herein, shall make, write, place, or cause to be made, written, or placed, any policy or contract of insurance upon any property situated or located in this State except by an agent who is a resident of this State, regularly commissioned and licensed to transact insurance business herein, and no such company or association shall, by its officers, agents or managers, not residents of this State, write policies

upon property within the State upon policy blanks previously countersigned by an agent in this State. Mutual companies writing all policies at their home office are excepted.

NEW JERSEY. Section 80 of an Act to provide for the Regulation and Incorporation of Insurance Companies. Approved April 5, 1902.

Section 80. No fire insurance company of another state or foreign country may transact business in this state except through duly constituted and appointed agents resident herein, who shall maintain a bona fide duly operated business office in this state and shall issue and countersign all policies and contracts so issued. This section shall not apply to direct insurance covering the rolling stock of railroad corporations operating between different states or property received for shipment from one state to another while in the possession or custody of railroad corporations or other common carriers.

NEW MEXICO. Law of 1905. A Resident Agents Act was passed in 1901. An Act creating an insurance department was passed in 1905, and Section 22 of that act regards resident agents, and reads as follows:

No fire insurance company, society, association, or partnership not incorporated under the laws of this territory, but legally authorized to transact business herein, shall make, write, place, or cause to be made, written, or placed any policy, duplicate policy, or contract of insurance of any kind or character, or any general or floating policy, upon property situated or located in this territory except after the said risk has been approved, in writing, by an agent who is a resident of this territory, regularly commissioned and licensed to transact insurance business herein, who shall countersign all policies so issued and receive the commission thereon when the premium is paid, to the end that the territory may receive the taxes required by law to be paid on the premiums collected for insurance on all property located in this territory.

NORTH CAROLINA. The North Carolina legislature, in 1897, adopted the Georgia resident agents' law with additional sections [See Cyclopaedia for 1897-1898], but in 1903 it passed an act amended in 1905 of which the first two sections are as follows:

Section 1. Every fire insurance company authorized to do business in the State is hereby prohibited from authorizing or allowing any person, agent, firm, or corporation who is a non-resident of this State to issue or cause to be issued, except through a licensed agent, any policy of insurance on property located in this State.

Section 2. Any person, agent, firm, or corporation licensed by the Insurance Commissioner to act as a fire insurance agent in this State is hereby prohibited from paying directly or indirectly, any commission, brokerage, or other valuable consideration on account of any policy covering on property in this State, to any person, agent, firm, or corporation who is a non-resident of this State or to any person, agent, firm, or corporation not duly licensed by the Insurance Commissioner as a fire insurance agent. Provided, that any fire insurance agent licensed in the State may pay a commission not exceeding five per centum of any premiums collected by him to a licensed non-resident broker. The insurance commissioner is authorized to license a non-resident as a broker when he shall make application therefor on a proper blank of the department and make affidavit that he will not during the fiscal year place directly or indirectly any fire insurance on any property located in North Carolina except through licensed resident agents of the State. The fee for said license and seal shall be three dollars.

Section 3 provides for the punishment of violations of the act, and Section 4 empowers the insurance commissioner to examine persons and send for papers in reference thereto.

The act of 1897 provided that "no provision of this section is intended to do or shall apply to direct insurance covering the rolling stock of railroad corporations or property in transit while in the possession and custody of railroad corporations or other common carriers."

NORTH DAKOTA. Act passed by the Legislature of 1901.

Section 1. No insurance company or association not incorporated under the laws of this State, authorized to transact business herein, shall make, write, place, or cause to be made, written, or placed, any policy, duplicate policy, or contract of insurance of any kind or character or any general or floating policy upon property situated or located in this State, except after the said risk has been approved, in writing, by an agent who is a resident of this State, regularly commissioned and licensed to transact insurance business therein, who shall countersign all policies so issued and make a record of the same on books provided for that purpose and receive the commission thereon when the premium is paid, to the end that the State may receive the taxes required by law to be paid on the premiums collected for insurance on all property located in the State, and the agents to be paid the commission thereon.

Section 2. Nothing in this act shall be construed to prevent any such insurance company or association, authorized to transact business in this State, from issuing policies at its principal department offices covering property in this State, provided that such policies are issued upon application procured and submitted to such company by agents who are residents of this State, and licensed to transact the business of insurance herein, and who shall countersign all policies so issued and receive the commission thereon when paid; provided, no provision of this section is intended to or shall apply to direct insurance covering the rolling stock of railroad corporations or property in transit, while in the possession and custody of railroad corporations or other common carriers used or employed by them in their business as common carriers of freight, merchandise, or passengers.

OHIO Section 2745a of the Revised Statutes.

Section 2745a. It shall be unlawful for any insurance company or agent legally authorized to transact business in Ohio to write, place, or cause to be written or placed, any policy or renewal of policy contract for insurance upon property situated or located in the State of Ohio in or through any such legally authorized company, outside of the State of Ohio, and the writing, renewal, placing, or causing to be written or placed any such policy of insurance is hereby declared to be a violation of the law providing for the payment of taxes by foreign insurance companies doing business in the State of Ohio.

OREGON. Act approved February 18, 1899.

Section 1. It shall be unlawful for any insurance company or association, doing business in the state of Oregon, to write, place, or cause to be written or placed, any policy or contract for indemnity for insurance on property situated or located in the state of Oregon, except through or by the duly authorized agent or agents of such insurance company or association residing and doing business in this state; provided, that this act shall not apply to direct insurance covering the rolling stock of railroad corporations or property in transit while in the possession and custody of railroad corporations or other common carriers. At the time of the filing of the annual statement of every such company with the insurance commissioner, there shall be attached thereto the affidavit of the president, manager, or chief executive officer of the United States that this section has not been violated.

PENNSYLVANIA. Act approved May 8, 1899.

Section 1. No fire insurance company or association not incorporated under the laws of this State, authorized to transact business herein, shall make, write, or place, or cause to be made, written, or placed, any policy or duplicate policy or contract of insurance of any kind or character, or any general or float-

ing policy, upon property situated or located in this State except after the said risk has been approved in writing by an agent who is a resident of this State, regularly commissioned and licensed to transact insurance business herein, who shall countersign all policies so issued and receive the commission thereon when the premium is paid, to the end that the State may receive the taxes required by law to be paid on the premiums collected for insurance on all property located in this State; and that no person shall pay or forward any premiums, application for insurance, or in any manner help or aid in the placing of any fire insurance or effect any contract of insurance upon real or personal property within this commonwealth directly or indirectly with any insurance company or association not of this State or which has not been authorized to do business in this State, unless such person or persons shall first secure a license from the insurance commissioner of this State as now provided by law. Nothing in this act shall be construed to prevent any such insurance company or association, authorized to transact business in this State, from issuing policies at its principal or department offices, covering property in this State, provided that such policies are issued upon application procured and submitted to such companies by agents who are residents of this State, and licensed to transact the business of insurance herein, and who shall countersign all policies so issued and receive the commission thereon when paid. Provided, however, that no part in this section is intended to or shall apply to direct insurance covering the rolling stock of railroad corporations or property in transit while in the possession and custody of railroad corporations or other common carriers, nor to the property of such common carriers used or employed by them in their business as common carriers of freight, merchandise, or passengers.

RHODE ISLAND. Section 6, Chapter 182.

Section 1. Foreign companies admitted to do business in Rhode Island shall make contracts of insurance only through lawfully constituted and licensed resident agents.

SOUTH CAROLINA. Act approved February 9, 1900.

Section 1. No fire insurance company or association not incorporated under the laws of this State, authorized to transact business herein, shall make, write, place, or cause to be made, written, or placed, any policy, duplicate policy, or contract of insurance of any kind or character, or any general or floating policy upon property situated or located in this State, except after the said risk has been approved, in writing, by an agent who is a resident of this State, regularly commissioned by any company doing business in this State, who shall countersign all policies so issued, and receive the commission thereon when the premium is paid, to the end that the State may receive the taxes required by law to be paid on the premiums collected for insurance on all property located in this State. Nothing in this act shall be construed to prevent any insurance company or association, authorized to transact business in this State, from issuing policies at its principal or department offices, covering property in this State; provided, that such policies are issued upon applications procured and submitted to such company by agents who are residents of this State, regularly commissioned to transact the business of insurance herein, and who shall countersign all policies so issued and receive the commission thereon when paid. No provision of this section is intended to or shall apply to direct insurance covering the rolling stock of railroad corporations or property in transit while in the possession or custody of railroad corporations or other common carriers.

SOUTH DAKOTA. Section 1 of Chapter 102 of the Laws of 1895.

Section 1. No corporation transacting the business of fire insurance in this State, nor incorporated by the laws of this State, shall write or cause to be written any policy of insurance on property located in this State, except through a duly authorized agent of such corporation, who shall reside within this State, and who shall be licensed by the auditor of State according to law.

It is provided by subdivision 1 of said section that any company violating the provisions of this act shall have its authority to do

business revoked for not less than ninety days and cannot be re-admitted until it shall have paid all taxes and penalties due on said conviction.

Subdivision 2 is as follows:

When notice of the violation of the first section of this act is received by the auditor of State of South Dakota, it shall forthwith be his duty, in person or by deputy, to visit the office of such company or companies where such contract of insurance may have been written or made and demand an inspection of the books or records of such company or companies. Any company or companies refusing to exhibit it or their books and records for his inspection shall be deemed guilty of violating the provisions of the first section of this act, and the penalties provided in this act shall immediately be enforced against such company or companies by the auditor of State.

TENNESSEE. An Act passed in 1899 is nearly similar in phraseology to the Florida law, printed on preceding page.

TEXAS. Act passed in 1903.

Section 1 of the act is as follows:

Section 1. Any fire, fire and marine, marine, tornado, rent, accident, casualty, liability, health, elevator, disability, plate glass, burglary, bonding, title, surety, or fidelity insurance company, legally authorized to do business in this State, is hereby prohibited from authorizing or allowing any person, agent, firm, or corporation that is a nonresident of the State of Texas to issue or cause to be issued, to sign or countersign, or to deliver or cause to be delivered any policy or policies of insurance on property, person, or persons located in the State of Texas, except through regularly commissioned and licensed agents of such companies in Texas; provided, however, that this act shall not apply to property owned by railroad companies or other common carriers; provided, further, that upon oath made in writing by any person that he cannot procure insurance on property through such agents in Texas, it shall be lawful for any insurance company not having an agent in Texas to insure property of any person upon application of said person upon his filing said oath with the county clerk of the county in which such person resides.

Section 2 provides that the insurance commissioner shall require each company before a license is issued to it to file an affidavit that it has not violated any provisions of the act. The following sections authorize the insurance commissioner to examine companies which he has reason to believe have violated the act and prescribed revocation of license and of the right to do business in the State for twelve months thereafter, as the penalty.

UTAH. Laws of 1901.

Section 1. No insurance company or association (other than life) not incorporated under the laws of this State shall make, write, or place any policy or contract of insurance of any kind or character binding in law upon any person or property situated or located in this State, except after the said risk has been approved by an agent resident in this State regularly commissioned and licensed to transact insurance business in Utah for said company, who shall countersign all policies so issued and receive the regular commission thereon, and also to the end that the State may receive the taxes required by law to be paid on the premiums collected for insurance written hereon. This section shall not apply to reinsurance policies nor insurance covering the rolling stock of railroad corporations when such railroad lies partially within and partially without the State of Utah, or to property in transit while in the possession and custody of common carriers.

VERMONT. Section 4182, General Laws. Title, License to Foreign Companies.

Section 4182. If the [insurance] commissioners are satisfied with such copies and statements, and that the company has complied with the provisions of this title, they shall grant a license authorizing it to do insurance business, by lawfully constituted and licensed resident agents only, until the first day of April thereafter. Such license may be renewed annually on the first day of April, so long as the company complies with the requirements aforesaid, and the commissioners regard the company as safe and entitled to public confidence. This shall not be construed to prohibit residents of this State from procuring insurance at the home office of any foreign company.

VIRGINIA. The law is contained in Section 34, Chapter 112, Acts of 1906, creating a bureau of insurance and reads as follows:

That fire, accident, health, employers' liability, steam boiler, plate glass, surety, burglary or other insurance companies not incorporated by the laws of the State of Virginia, but legally authorized to do business in this State, shall not make contracts of insurance on persons or property herein save through regularly constituted agents of such companies residing in the State of Virginia: provided, however, that this act shall not apply to railroad companies and other common carriers engaged in interstate commerce; and the writing, placing, or causing to be written or placed, any policy of fire, accident, health, employers' liability, steam boiler, plate glass, surety, burglary, or other insurance in contravention of this section, is hereby declared to be a violation of the laws of this State providing for the payment of taxes by foreign and alien insurance companies permitted to do business in Virginia.

The penalty for violation of the act is a fine of not less than \$100, nor more than \$500.

WASHINGTON. Act approved March 15, 1899.

Section 1. No license shall hereafter be issued to any fire insurance company, corporation, or association, permitting said fire insurance company, corporation, or association to do business in this State until such fire insurance company, corporation, or association shall file with the insurance commissioner of this State its written agreement that it will not accept any application for fire insurance upon, nor will it write, issue, or deliver any policy of fire insurance covering any property located or situated within the State of Washington, except through a citizen of this State, resident herein, and who shall be a duly appointed agent of such fire insurance company, corporation, or association and licensed by the insurance commissioner of this State as agent of such fire insurance company, corporation, or association to solicit and write fire insurance.

Sec. 2. Any fire insurance company, corporation, or association holding a license issued by the insurance commissioner of this State, prior to the date that this act shall take effect, shall, within sixty days after this act shall take effect, file with the said insurance commissioner a like written agreement as that prescribed by Section 1 of this act, as a condition precedent for the continuance of the business of such fire insurance company, corporation, or association in this State, and if such fire insurance company, corporation, or association shall fail so to do within said time, said insurance commissioner shall forthwith revoke the license of such fire insurance company, corporation, or association.

Sec. 3. No fire insurance company, corporation, or association licensed to do business in this State shall accept any application for fire insurance upon, nor shall it write, issue, or deliver any policy of insurance covering property located or situated within this State, except through a duly appointed agent of such fire insurance company, corporation, or association, who is a citizen of this State, resident herein and licensed as agent of such fire insurance company, corporation, or association by the insurance commissioner of this State, to write and solicit insurance for such fire insurance company, corporation, or association. The license of any such fire insurance company, corporation, or association which shall accept any application for insurance upon, or which shall write, issue, or deliver any policy covering any property located or

situated in this State, in violation of this section, shall be revoked by the commissioner of this State.

Sec. 4. No fire insurance company, corporation, or association, the license of which shall be revoked for violation of this act after its passage, shall be again licensed to do business in this State until it shall have paid into the State treasury the sum of \$500 as a license fee.

WEST VIRGINIA. Laws of 1901.

Section 1. No fire insurance company or association not incorporated under the laws of this State, authorized to transact business herein, shall make, write, place, or cause to be made, written, or placed, any policy, duplicate policy, or contract of insurance of any kind or character, or any general or floating policy, upon property situated or located in this State, except after said risk has been approved in writing by an agent who is a resident of this State, regularly commissioned and licensed to transact insurance business herein, who shall countersign all policies so issued and receive the commission thereon when the premium is paid, to the end that the State may receive the taxes required by law to be paid on all property located in this State.

Section 6. No parts of sections 1 or 2 of this law shall apply to direct insurance covering the rolling stock of railroad companies or property while in transit and in the custody of railroad corporations, nor to the property of such corporations while used or employed by them in their business as common carriers.

WISCONSIN. The Reinsurance Act of 1899 contains the following resident agents sections:

Section 1. No fire insurance company or association not incorporated under the laws of this State, authorized to transact business herein, shall make, write, place, or cause to be made, written, or placed, any policy, duplicate policy, or contract of insurance of any kind or character, or any general or floating policy upon property situated or located in this State, except after the said risk has been approved, in writing, by an individual agent who is a resident of this State, regularly commissioned and licensed to transact fire insurance business herein, who shall countersign all policies so issued and receive the commission thereon when the premium is paid, and enter such policy, duplicate policy, or contract and payment of premium upon his records, to the end that the State may receive the taxes required by law to be paid on the premiums collected for insurance on all property located in this State. Nothing in this act shall be construed to prevent any such insurance company or association, authorized to transact business in this State, from issuing policies at its principal or department offices, covering property in this State, provided that such policies are issued upon application procured and submitted to such company by agents who are residents of this State, and licensed to transact the business of insurance herein, and who shall countersign all policies so issued and receive the commission thereon when paid, and make the entries thereof hereinbefore provided. No provision of this section is intended to or shall apply to direct insurance covering the rolling stock of railroad corporations or property in transit while in the possession and custody of railroad corporations or other common carriers, nor to the property of such common carriers used or employed by them in their business as common carriers of freight, merchandise, or passengers.

The legislature of 1907 passed an act, amending section 1945e as amended by Chapter 227 laws of 1901, which reads as follows:

No fire, casualty or surety insurance company not incorporated under the laws of this state shall write or cause to be written, any policy except through its resident agent duly authorized by the commissioner of insurance. Any company or person who shall solicit or place insurance in a fire, casualty or surety insurance company not authorized to do business in this state, shall, in the event of the failure of such unauthorized company to pay any claim or loss within the policy issued, be liable to the insured for the amount thereof to the extent that such company would have been liable; and such company or agent shall, on satisfactory proof of violation of either

of the foregoing provisions made to the commissioner of insurance, have ita or his authority to transact business in this state revoked for a period of not less than ninety days, and shall not again be permitted to do business herein until all liability for such violation shall be discharged and the provisions of these statutes concerning the admission of foreign fire, casualty or surety insurance companies to do business in this state be complied with. Whenever said commissioner shall receive notice of the violation of any provision of this section he shall forthwith, in person or by his deputy, visit the office of the company or any insurance agent charged with such violation, and demand an inspection of the books and records thereof; and any company or such agent refusing to permit such inspection shall be deemed guilty of violating this section, and such commissioner shall enforce the penalties herein provided against the same. The commissioner shall receive as compensation for such inspection, ten dollars for each day he is engaged therein and be reimbursed his necessary traveling expenses, both of which sums he shall collect from the company, if he find the same guilty; otherwise he shall be paid and reimbursed out of any funds in his hands available for that purpose.

WYOMING. Act of 1903.

Section 1. No fire insurance company or association not an incorporated corporation of another state or foreign country shall transact business in this State except through duly constituted and appointed agents, resident herein, who shall maintain a bona fide duly operated business office in this State and shall issue and countersign all policies and contracts so issued.

Section 2. This statute shall not apply to direct insurance covering the rolling stock of railroad corporations operating between different states, or property received from shipment from one state to another, while in the possession or custody of railroad corporations or other common carriers.

RESULTS OF FIRE UNDERWRITING IN THE UNITED STATES. The following general statement of the fire insurance business by joint stock companies in the six years from 1903 to 1908, inclusive, is compiled from the New York fire insurance reports. The statistics cover, practically, all the principal joint stock companies doing business in the United States, and are for December 31 of each year named:

FIRE INSURANCE BUSINESS ONLY.

	1903.	1904.	1905.
Number of companies,	149	144	158
Assets (not including assets held abroad),	\$363,866,175	\$379,947,859	\$421,619,369
Liabilities (excepting scrip and capital,	186,498,422	199,569,641	214,821,075
Premiums written,	196,532,868	212,391,692	223,019,881
Total income,	213,694,274	238,466,650	243,375,212
Losses paid,	96,834,019	131,095,628	108,171,784
Dividends paid (American companies only),	7,124,425	7,534,605	7,761,201
Total disbursements,	182,218,555	222,068,865	208,195,229
Amount of risks in force,	26,000,229,813	27,850,972,854	30,313,594,784
	1906.	1907.	1908.
Number of companies,	156	169	162
Assets (not including assets held abroad),	\$416,462,394	\$430,363,427	\$463,465,599
Liabilities (excepting scrip and capital,	243,848,931	254,182,312	260,343,895
Premiums written,	245,387,087	260,643,573	254,675,170
Total income,	353,548,504	285,411,217	279,647,557
Losses paid,	235,290,029	121,801,010	140,464,352
Dividends paid (American companies only),	7,134,785	7,986,245	8,845,310
Total disbursements,	347,302,061	245,918,379	263,956,832
Amount of risks in force,	32,506,507,864	35,568,613,074	37,324,706,889

RETALIATORY OR RECIPROCAL LAWS. Thirty-two states inflict retaliatory penalties on the companies of other states or of other states and countries. New York appears to have originated this kind of legislation as far back as 1865, and in 1896 extended its scope so as to include the companies of other nations.

The following is a record of the retaliatory or reciprocal laws in force:

ALABAMA. Section 20, Chapter 614, Acts of 1897.

The section is a copy of the Tennessee law of 1895, for full text of which see below.

CALIFORNIA. Section 622, Part 3, Article of the Political Code.

Section 622. When (by the laws of any other State or country, any taxes, fines, penalties, licenses, fees, deposits of money or securities or other obligations or prohibitions are imposed on insurance companies of this State, doing business in such other State or country, or upon their agents therein, in excess of such taxes, fines, penalties, licenses, fees, deposits of securities, or other obligations or prohibitions imposed upon insurance companies of such other State or country, so long as such laws continue in force the same obligations and prohibitions of whatsoever kind must be imposed upon the insurance companies of such other State or country doing business in this State. And whenever under this section any deposit of securities shall be made in this State, such deposits must be made in stocks or bonds of the United States Government, or in those of the State of California, which said securities must be estimated at not exceeding their par value nor their market value.

CONNECTICUT. Section 2913, Chapter 173, of the General Statutes as amended in 1907:

Section 2913. When any other State shall impose any obligation, prohibition, or restriction upon insurance companies, corporations, or associations of this State, or their agents transacting business in such other State, the like obligations, prohibitions, and restrictions are hereby imposed on similar companies, corporations, and associations of such other State, and their agents transacting business in this State; and such companies, corporations, and associations of other States and their agents shall pay all penalties to the insurance commissioner of this State and make deposits with the State treasurer. Whenever it shall appear to the insurance commissioner that permission to transact business within any state of the United States or within any foreign country is refused to a company organized under the laws of this State after a certificate of the solvency and good management of such company has been issued to it by the said commissioner and after such company has complied with any reasonable laws of such State or foreign country requiring deposits of money or securities with the government of such State or country, then, and in every such case, the commissioner may forthwith cancel the authority of every company organized under the laws of such State or foreign government and licensed to do business in this State, and may refuse a certificate of authority to every such company thereafter applying to him for authority to do business in this State, until his certificate shall have been duly recognized by the government of such State or country.

Section 2901 of the same chapter makes the same provision regarding the payment of fees and taxes.

Section 3801 of Chapter 241 applies the retaliatory provision specifically to surety companies.

DELAWARE. Section 25 of the Act of 1901 to Re-enact and Revise the Insurance Laws of Delaware.

Section 1. That whenever the existing or future laws of any other State of the United States shall require of insurance companies incorporated by

this State and having agencies in such other States, or of the agents thereof, any deposits of securities in such State for the protection of policy-holders or otherwise, or any payment for taxes, penalties, certificates of authority, license fees, or otherwise greater than the amounts required for such purposes from similar corporations of other States by the then existing laws of this State, then, and in every such case, all companies of such States establishing or having heretofore established an agency or agencies in this State shall be and are hereby required to make the same deposit for a like purpose with the treasurer of the State of Delaware, and pay said treasurer for taxes, fines, penalties, certificates of authority, license fees, and otherwise an amount equal to the amount of such charges and payments imposed by the laws of such State upon companies of this State and agents thereof.

GEORGIA. Section 13 of the General Insurance Act.

The section is nearly an exact copy of the Delaware retaliatory section, *ante*.

ILLINOIS. Section 29 and 55 of Chapter 73 of the Revised Statutes.

The two sections are similar to the Delaware retaliatory section, *ante*, except that the first which applies to fire insurance companies, is made to apply to "any other kingdom or country" as well as "any other State of the United States," and reciprocal fees are made payable to the insurance superintendent, and the second applies solely to life insurance companies "of any other State of the United States."

INDIANA. Section 3 of act approved March 3, 1877, "Regulating Foreign Insurance Companies."

Section 3. When by the laws of any other State any taxes, fines, penalties, licenses, fees, deposits of money or securities, or other obligations or prohibitions are imposed upon insurance companies of this or other States, or their agents, greater than are required by the laws of this State, then the same obligations and prohibitions, of whatever kind, shall in like manner, for like purposes, be imposed upon all insurance companies of such States and their agents. All insurance companies of other nations under this section shall be held as of the State where they have elected to make their deposit and establish their principal agency in the United States.

Section 14 of the assessment companies act of March 9, 1883, as amended in 1889, applies the retaliatory provision to assessment companies, as follows:

Section 14. When any other State or government shall impose any obligation upon such corporation, association, or society of this State or their agents transacting business in such other State or government, the like obligations are hereby imposed on similar corporations, associations, or societies of such other State or government and their agents or representatives transacting business in this State.

IOWA. Code of 1897.

Section 1736. When by the laws of any other State any taxes, fines, penalties, licenses, fees, deposits of money, securities, or other obligations or prohibitions are imposed or would be imposed on insurance companies of this State, doing or that might seek to do business in such other State, or upon their agents therein so long as such laws continue in force, the same obligations and prohibitions of whatever kind shall be imposed upon all insurance companies of such other State doing business in this State or upon their agents here.

KANSAS. Part of Section 20 of Article 1 of the Insurance Laws.

Section 20. . . . Whenever the existing or future laws of any other State or Government shall require insurance companies organized under the laws of this State applying to do business by agencies in such other State or government, or of the agents thereof, any deposit of security in such State for the protection of policy-holders therein or otherwise, or any payment for taxes, fines, penalties, certificates of authority, licenses, fees, or otherwise, greater than the amount required for such purposes from insurance companies of other States by the then existing law of this State, then and in every case all companies of such States or governments establishing agencies in this State shall make the same deposit for a like purpose with the superintendent of insurance of this State, and pay to said superintendent for taxes, fines, penalties, certificates of authority, licenses, fees, or otherwise, an amount equal to the amount of such charges and payments imposed by the laws of such other States or governments upon the companies of this State and the agents thereof.

KENTUCKY. Section 637 of Article 4 of the Kentucky Statutes.

Section 637. When by the laws of any other State any taxes, fines, penalties, deposits of money, or of securities or other obligations, prohibitions, or requirements are imposed upon insurance companies organized or incorporated under any general or special law of this State, and transacting business in such other State, or upon the agents of such insurance company, greater than those imposed upon similar companies by the laws of this State, or when such laws of other States shall require insurance companies of this commonwealth to deposit money or security for the benefit or protection of citizens of such other States, or when the laws of any other State, or the officers thereof, shall prohibit companies of this commonwealth from transacting business in said State, without special examination of said companies, or a computation of their liabilities by the officers of said State, the same taxes, fines, penalties, deposits, examinations, obligations, and requirements shall be imposed upon all insurance companies doing business in this State which are incorporated or organized under the laws of such State and upon their agents.

LOUISIANA. Section 12 of Article 3 of Act 105 of 1898.

When, by the laws of any other state, any taxes, fines, penalties, licenses, deposits, or other obligations or prohibitions additional to or in excess of those imposed by the laws of this state upon companies organized under the laws of other states, and their agents, are imposed on insurance companies of this state and their agents, doing business in such state, the same taxes, fines, penalties, licenses, deposits, or other obligations or prohibitions shall be imposed upon all insurance companies of such states and their agents, doing business in this state, as long as such laws remain in force. Every company organized under the laws of any other state and admitted to transact business in this state, and each agent of every company shall pay the same fees to the secretary of state as such other state may require of similar companies incorporated by or organized under the laws of this state, or upon the agents of such companies transacting business in such other state.

MAINE. Chapter 155, Laws of 1901.

Section 1. When by the laws of any other state or country, any fines, penalties, licenses, fees, deposits, or other obligations or prohibitions additional to or in excess of those imposed by the laws of this State upon foreign insurance companies and their agents are imposed on insurance companies of this State and their agents, the same fines, licenses, fees, deposits, obligations, or prohibitions shall be imposed upon all insurance companies of such State or country and their agents doing business in or applying for admission to this State.

MARYLAND. Section 138, Insurance Laws.

Section 138. . . . When by the laws of any other State any deposit of money or securities is required, or taxes, fines, or penalties or other obliga-

tions or prohibitions are imposed upon insurance companies incorporated or organized under the laws of this State, and transacting business in such other State, or upon the agents of such insurance companies, greater than those required or imposed by the laws of this State, so long as such laws continue in force, the same taxes, fines, penalties, and deposits, obligations, and prohibitions shall be imposed upon all agents or insurance companies of such States doing business in this State instead of those prescribed by the laws of this State.

MASSACHUSETTS. Section 85 of Chapter 522 of the Acts of 1894.

Section 85. When by the laws of any other State any taxes, fines, penalties, licenses, fees, deposits, or other obligations or prohibitions, additional to or in excess of those imposed by the laws of this commonwealth upon foreign insurance companies and their agents are imposed on insurance companies of this commonwealth and their agents doing business in such State, the same taxes, fines, etc., shall be imposed upon all insurance companies of such State and their agents doing business in this commonwealth, so long as such laws remain in force.

MICHIGAN. Act approved May 17, 1899.

Section 1. Wherever by the existing or future laws of any State an insurance corporation of this State, or agent thereof, shall be required to make any deposit of securities in such other State for the protection of the policyholders or otherwise, or to make payment for taxes, fines, penalties, certificates of authority, valuation of policies, license fees or otherwise, greater than the amount required by the laws of this State from similar corporations of such State establishing or heretofore having established an agency or agencies in this State, the insurance companies of such State shall be and they are hereby required to make a like deposit for the like purposes in the insurance department of this State, and to pay the commissioner of insurance for taxes, fines, penalties, certificates of authority, valuation of policies, license fees and otherwise, a rate equal to the amount of such charges and payments imposed by the laws of such other State upon similar corporations of this State and the agents thereof.

MINNESOTA. Section 84 of Chapter 175 of the Laws of 1895, amended in 1907.

The section is a copy of the Massachusetts law, *ante*, except that the words "or country" are interpolated after those of "any other State," and the words "or whenever any conditions perpendent to the right to do business in such state are imposed by the laws thereof beyond those imposed upon such foreign companies by the laws of this state" are interpolated after "state" in the fifth line of the Massachusetts law.

MISSOURI. Section 5932, Laws of Missouri.

Section 5932. Whenever the laws of any other State of the United States or of any foreign country shall require of or impose upon companies not organized under the laws of such State or country any further or greater licenses, fees, taxes, deposits, or securities, statements or certificates of authority, or require any other duties or acts or inflict any greater fines or penalties than are by the laws of Missouri imposed on or inflicted upon or required of companies not organized under the laws of this State, then it shall be the duty of the superintendent of the insurance department of this State to require from every company of such other State or country transacting or seeking to transact the business of insurance in this State the payment of all licenses, fees, taxes, fines, or penalties, and the making of all deposits of securities and statements, and the doing of all acts which by the laws of the State or country in which the company was organized are in excess of the licenses, fees, taxes, deposits, statements, fines, penalties, acts, or duties required by the laws of this State of companies of other States.

MONTANA. Section 596 of the Laws.

The section is nearly the same as the Kansas retaliatory section, *ante*, but omitting the words "or government" after "any other State."

NEBRASKA. Laws of 1905 supplemental to Chapter 25, Revised Statutes of 1866.

Whenever the existing or future laws of any other state of the United States, or the rules and regulations of the insurance department of any such state shall require of life insurance companies organized under the laws of this State any deposit of securities in such State for the security of the policy-holders, or any payment of taxes, fines, penalties, certificates of authority, licenses, fees, or require any other duties, examinations or acts than are by the laws of this State required of such companies organized under the laws of such other state, then the auditor of public accounts shall immediately require from every insurance company of any and every character whatever of such other state transacting or seeking to transact business in this State, the like payment of all licenses, fees, taxes, fines or penalties, and the like making of all deposits of securities and statements, and the like doing of all acts which by the laws or rules of the insurance department of such other state, are in excess of the licenses, fees, taxes, deposits, statements, fines, penalties, acts, examinations, or duties required by the laws of this State of the companies of such other states.

NEW HAMPSHIRE. Section I of Chapter 54 of the Laws of 1891.

Section 1. If any State shall by its laws deny any insurance company or citizen of this State any rights or privileges which are granted to insurance companies and the citizens of that State, then this State shall in like manner deny to insurance companies and citizens of that State all such rights and privileges, and they shall be subject to all the restrictions and penalties as prescribed by that State to insurance companies and citizens of this State; and if by the laws of any State the insurance commissioner or other official shall have power to revoke the license of any company of this State or foreign States for writing insurance upon any person or property of that State, other than through or by a citizen of that State, then the insurance commissioner of this State is empowered to revoke the license of any insurance company of that State or any foreign insurance company licensed to do business in this State that shall write for or through any agent of that State, directly or indirectly, upon any person or property of this State; except the same be written through a duly authorized agent, who shall be a citizen of this State.

In addition to the above, Section I of Chapter 100 of the Laws of 1895 is as follows:

Section 1. . . . When, by the laws of any other State or country, any taxes, fines, penalties, licenses, fees, deposits, or other obligations or prohibitions, additional to or in excess of those imposed by this State upon companies not organized under the laws of this State and their agents doing business in this State are imposed upon insurance companies of this State and their agents doing business in such State or country, the same taxes, fines, penalties, licenses, fees, deposits, or other obligations or prohibitions, shall be imposed upon all insurance companies of such State or country and their agents doing business in this State, so long as such laws remain in force.

NEW JERSEY. Section 66. General Insurance Act of 1902. This act was amended by the legislature of 1904 to read as follows:

When by the laws of any other state or foreign country, or the rules, regulations, requirements, or impositions thereof, or of any department or officer thereof, any taxes, fines, penalties, licenses, fees, deposits or moneys or of securities or other obligations, prohibitions or restrictions additional to or in excess of those imposed by the laws of this state upon insurance companies of such other state or foreign country or their agents, are im-

posed on insurance companies of this state doing business in such other state or foreign country, or upon their agents therein, so long as such laws, rules, regulations, requirements, or impositions continue in force, the same excess taxes, fines, penalties, licenses, fees, deposits, obligations, prohibitions, and restrictions, of whatever kind, shall be imposed upon all insurance companies of such other state or foreign country doing business within this state, and upon their agents here; and whenever pursuant to or under authority of the laws of any other state or foreign country, or the rules, regulations, requirements, or impositions thereof, or of any department or officer thereof, or otherwise, the government of any such other state or foreign country, or any department or officer thereof, shall refuse to accept as conclusive the certificate of the commissioner of banking and insurance of this state as to the results of any examination he shall cause to be made of the assets and liabilities, method of conducting business and other affairs of any insurance company of this state, the said commissioner of banking and insurance of this state shall refuse to accept as conclusive any and all similar certificates made in or by, or by any department or officer of, such state or foreign country where the acceptance of the certificate of the commissioner of banking and insurance of this state is refused as aforesaid, concerning any and every insurance company thereof; and if any insurance company of this state shall be refused or denied license, permission, privilege, or authority to transact or to continue to transact its business in any other state or foreign country by reason of such refusal of conclusive acceptance of any such certificate of the commissioner of banking and insurance of this state, or if any insurance company of this state authorized to transact its business in this state, after complying with all the laws, rules, regulations, requirements, or impositions of any other state or foreign country, or of any department or officer thereof, over and above such as would be met and fulfilled by the conclusions acceptance of such certificate of the commissioner of banking and insurance of this state, shall be refused or denied license, permission, privilege, or authority to transact or to continue to transact its business in any such other state or foreign country, then and in every such case every insurance company of every such other state or foreign country where any such insurance company of this state is refused or denied license, permission, privilege, and authority to transact or to continue to transact its business as aforesaid, shall be refused and denied license, permission, privilege, and authority to transact or to continue to transact any business in this state, and any license or authority to it or them theretofore given shall be, by the commissioner of banking and insurance of this state, revoked and annulled; and whenever pursuant to or under authority of the laws of any other state or foreign country, or the rules, regulations, requirements, or impositions thereof, or of any department or officer thereof, or otherwise, the government of any such other state or foreign country, or any department or officer thereof, shall refuse or deny license, permission, privilege, and authority to any insurance company of this state to transact or to continue to transact its business in such other state or foreign country, if it shall be determined by the commissioner of banking and insurance of this state, whose determination thereupon shall be final and conclusive, that such refusal or denial of license, permission, privilege, or authority as last aforesaid, is unreasonable or unfair, then the commissioner of banking and insurance of this state shall refuse or deny license, permission, privilege, or authority to transact or to continue to transact any business in this state to each and every such company of every such other state or foreign country where any such insurance company of this state is so refused or denied as last aforesaid, and any license or authority to it or them is theretofore given shall be by the commissioner of banking and insurance of this state revoked and annulled.

NEW MEXICO. Section 33, Chapter 46, of the Laws of 1882.

The section is nearly a copy of the Delaware retaliatory section, *ante*.

NEW YORK. A retaliatory law was adopted as early as 1865, appearing as Chapter 694 of the acts of that year. It is embodied in Section 33 of the insurance law of 1892, and is as follows:

Section 33. Reciprocal Requirements.—If by the existing or future laws of any State an insurance corporation of this State having agencies in such

other State, or the agents thereof, shall be required to make any deposit of securities in such other State for the protection of the policy-holders or otherwise, or to make payment for taxes, fines, penalties, certificates of authority, license fees, or otherwise, greater than the amount required by this chapter from similar corporations of such other State by the then existing laws of this State, then and in every such case all insurance corporations of such State, establishing or heretofore having established an agency or agencies in this State, shall be and they are hereby required to make the like deposit for the like purposes in the insurance department of this State, and to pay the superintendent of insurance for taxes, fines, penalties, certificates of authority, license fees, and otherwise, an amount equal to the amount of such charges and payments imposed by the laws of such other State upon the insurance corporations of this State and the agents thereof.

The provisions of this section applied only to companies of other states. The Legislature of 1896, in consequence of the restrictions placed by the Prussian government upon American life insurance companies which had done business therein, causing their withdrawal from that country, adopted the following additional retaliatory provisions, which were made an amendment and addition to the above Section 33 of the insurance law:

Whenever it shall appear to the superintendent of insurance that permission to transact business within any foreign country is refused to a company organized under the laws of this State, after a certificate of the solvency and good management of such company has been issued to it by the said superintendent, and after such company has complied with any reasonable laws of such foreign country requiring deposits of money or securities with the government of such country, then and in every such case the superintendent shall forthwith cancel the authority of every company organized under the laws of such foreign government and licensed to do business in this State, and shall refuse a certificate of authority to every such company thereafter applying to him for authority to do business in this State until his certificate shall have been duly recognized by the government of such company.

Efforts to repeal the last section, relating to foreign countries, made in the sessions of 1897, 1899, and 1900 failed.

NORTH CAROLINA. Section 11 of the insurance law approved March 6, 1903:

Section 11. When, by the laws of any other state or nation, any taxes, fines, penalties, licenses, fees, deposits of moneys or of securities, or other obligations or prohibitions are imposed upon insurance companies of this state doing business in such other state or nation, or upon their agents therein, so long as such laws continue in force, the same taxes, fines, penalties, licenses, fees, deposits, obligations, and prohibitions, of whatsoever kind, shall be imposed upon all such insurance companies of such other state or nation doing business within this State and upon their agents here: Provided, that nothing herein shall be held to repeal or reduce the license fees, taxes, and other obligations now imposed by the laws of this state or to go into effect with the companies of any other state or nation unless some company of this state is actually doing or seeking to do business in said state or nation.

NORTH DAKOTA. Section 49 [Section 3133 R. S.] of the Insurance Laws.

Section 49. Whenever the laws of any other State of the United States or foreign country shall require of insurance companies incorporated under the laws of this State, or of the agent thereof, any deposits of securities in such State for the protection of policy-holders or otherwise, or any payment for taxes, fines, penalties, certificates of authority, license or fees greater than the amount required for such purposes from similar companies of other States by the then existing laws of this State, then and in every such case all insur-

ance companies of such States establishing or having heretofore established an agency in this State, shall be and are hereby required to make the same deposits for a like purpose with the State treasurer of this State, and to pay to the commissioner of insurance an amount equal to the amount of such charges and payment imposed by the laws of such other States upon the companies of this State and the agents thereof.

OHIO. Section 282 of the Revised Statutes.

Section 282. . . . When by the laws of any other State or nation any taxes, fines, penalties, license fees, deposits of money, or of securities or other obligations or prohibitions are imposed on insurance companies of this State doing business in such State or nation, or upon their agents therein, so long as such laws continue in force the same obligations and prohibitions, of whatever kind, shall be imposed upon all insurance companies of such other State or nation doing business within this State and upon their agents here.

OKLAHOMA. Section 29 of Article 1, and Section 20 of Article 3 of Chapter 44 of the Laws.

Section 29 is substantially the same as the Delaware retaliatory section, except that this section is made applicable in addition to "any other kingdom or country." Section 20 is nearly similar to the Delaware section, but is made applicable solely to life insurance companies.

PENNSYLVANIA. Part of Section 53 of the Insurance Laws creating an insurance department as amended.

Section 53. * * * When by the laws of any other state greater fees are charged the insurance companies of this State for authority to do business in said state than are required by the law of this State to be paid by the companies of other states authorized to do business herein, the Insurance Commissioner shall exact from the companies of said state the same amount of fees for similar service which are exacted from the insurance companies of Pennsylvania by the laws of the state aforesaid.

RHODE ISLAND. Section 23, Chapter 181 of the General Laws.

Section 23. Whenever by the laws of any other state of the United States any fees, charges, taxes, deposits of money or of securities or other obligations or prohibitions are imposed on insurance companies incorporated or organized under the laws of this State or on the agents of such insurance companies, so long as such laws continue in force, the like fees, charges, taxes, deposits, and obligations shall be imposed on all insurance companies doing business in this State which are incorporated or organized under the laws of such other state and on their agents.

SOUTH DAKOTA. Section 43 of the Insurance Law.

Section 43. When by the laws of any State or Territory any taxes, fines, penalties, licenses, fees, deposits of money or securities, or capital requirements, or other obligations or prohibitions are imposed, or would be imposed, on insurance companies of the State, doing or that might seek to do business in such State or Territory, or upon their agents therein, so long as such laws continue in force the same obligations and prohibitions, of whatever kind, shall be imposed upon all insurance companies of such State or Territory doing business within this State, or upon their agents here.

TENNESSEE. Section 20 of the Insurance Act of 1895.

Section 20. Whenever the existing or future laws of any other State of the United States shall require of the insurance companies incorporated by or organized under the laws of this State, or the agents thereof, any deposit of securities in such State, for the protection of policy-holders or otherwise, greater than the amount required for similar purposes from similar companies

of other States by the then existing laws of this State, then and in every such case all companies of such States establishing or having heretofore established an agency or agencies in this State shall be and are hereby required to make the same deposits for a like purpose with the treasurer of this State, and to pay into the treasury of this State for taxes, fines, penalties, license fees, or otherwise, an amount equal to the amount of such charges and payments imposed by the law of such State upon companies of this State and the agents thereof.

TEXAS. Article 2948 of the Revised Civil Statutes.

Article 2948. Whenever the existing or future laws of any other State of the United States shall require of life or health insurance companies incorporated by this State any deposit of securities in such other State before transacting insurance business therein, then and in every such case all insurance companies of such State shall, before doing any insurance business in this State, be required to make the same deposit of securities with the treasurer of this State.

VERMONT. Sections 4215 and 4217 of the General Laws.

Section 4215. When by the laws of another State or nation a deposit of money or securities is required to be made with the treasurer or other officer of such other State or nation by life insurance companies of this State doing business therein, the same deposit of money or securities shall be made with the treasurer of this State by the life insurance companies of such other State or nation doing business in this State.

Sec. 4217. If another State or country imposes or requires of a domestic insurance company or its agents doing business therein taxes, fees, fines, penalties, deposits, obligations, or prohibitions exceeding those imposed by this State upon or required of foreign insurance companies doing business herein, an insurance company organized under the laws of such other State or country and its agent doing business in this State shall be subject to taxes, fees, fines, penalties, deposits, obligations, or prohibitions similar to those so imposed in such other State or country, and the same shall be imposed, required, and enforced, as like taxes, fees, fines, penalties, deposits, obligations, and prohibitions are under the laws of this State.

WEST VIRGINIA. Part of Section 2, Chapter 34, of the Code, as amended.

When, by the laws of any other State, any deposit of money or of securities, or other obligations or prohibitions, are imposed or would be imposed on insurance companies of this State doing, or that might seek to do business in such other State, or upon their agents therein, so long as such laws continue in force, the same obligations and prohibitions, of whatever kind, shall be imposed upon all insurance companies of such other State doing business within this State, or upon their agents here.

WISCONSIN. Section 272, Compilation of Insurance Laws of Wisconsin.

Section 272. Whenever the laws of any other State of the United States shall require of life, fire, accident, or inland navigation insurance companies, organized under the laws of this State, and doing business in such other State, any deposit of securities for the protection of their policy-holders or otherwise, or any payment for taxes, fines, penalties, certificates of authority, license fees, or otherwise, greater than the amount required by the laws of this State for the same purpose from similar companies organized under the laws of such other State, and doing business in this State, then all such companies of such other States doing business within this State shall make the same deposit with the State treasurer, and shall pay him the same sum for taxes, fines, penalties, certificates of authority, license fees, or otherwise, as a condition to the issue of a license to them, as is required to be paid by the laws of such other State.

WYOMING. Section 33 of the Insurance Laws.

This section is nearly a copy of the Delaware retaliatory section.

RHODE ISLAND ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized in July, 1900, with the following officers: President, C. H. Beach; vice-presidents, H. Bull, Jr., C. A. Morgan, and G. H. Smith; secretary and treasurer, C. F. Newcomb. Officers were elected in July, 1909, as follows: President, Joseph G. Henshaw, Providence; vice-presidents, James Gallivan, Jr., George R. Smith, and Arthur O'Leary; secretary and treasurer, Clinton T. Gainwell, Providence; executive committee: George L. Gross, W. W. Logee, C. H. Beach, W. H. Herrick, Stanley Chase, Henry Bull and Charles A. Morgan.

RHODE ISLAND INSURANCE COMPANY of Providence, R. I. Organized 1907; capital, \$300,000. George L. Shepley, president; Emil G. Pieper, secretary. Assets, December 31, 1908, \$859,402.02; liabilities, \$236,000.66; net surplus, \$323,401.36. The company writes a general fire insurance as well as sprinkler leakage business.

RHODE ISLAND, INSURANCE SUPERVISION IN. 1856-1909. The insurance department was established in 1856, and was composed originally of a board of three commissioners. In 1863 the law was amended making the State auditor *ex officio* insurance commissioner. The auditor is elected by the legislature annually. The board of three commissioners from 1856 to 1863 were John R. Bartlett, William R. Watson, and Samuel A. Parker. The commissioners who have served since 1863 are as follows:

James C. Collins, .	1863-1868	William C. Townsend, .	1889-1890
James M. Spencer, .	1868-1882	Elisha W. Bucklin, .	1890-1891
Samuel H. Cross, .	1882-1887	Albert C. Landers, .	1891-1899
Elisha W. Bucklin, .	1887-1888	Charles C. Gray, .	1899-
Almon K. Goodwin, .	1888-1889		

RHODE ISLAND MUTUAL FIRE INSURANCE COMPANY, Providence, R. I. Organized 1848. John R. Freeman, president; Theodore P. Bogert, secretary.

RHODES, EDWARD E., vice-president and mathematician of the Mutual Benefit Life Insurance Company, was born of American parentage in Newark, N. J., February 21, 1868. He began his business career with the Mutual Benefit, and entered the mathematical department in 1886. He was made assistant mathematician in 1902, and was appointed mathematician in May, 1905, to succeed Bloomfield J. Miller. In January, 1908, he was elected vice-president. He is a member of the Actuarial Society of America.

RHODES, STEPHEN H., late president of the John Hancock Mutual Life Insurance Company of Boston, was born at Franklin, Mass., November 7, 1825. He was educated in the public schools and engaged in manufacturing and mercantile business until he became interested in life insurance. He was mayor of Taunton, Mass., three years, a member of the Massachusetts Senate in 1870 and 1871, and the following year he was appointed deputy insurance

commissioner of Massachusetts. He succeeded Mr. Clark as insurance commissioner in 1874, and was reappointed in 1877. Mr. Rhodes resigned in 1879 to accept the presidency of the John Hancock, which position he retained until his death June 11, 1909.

RICE, JOHN F., was born at Milwaukee, Wis., February 9, 1864. He was educated at the Milwaukee Academy, and entered the fire insurance business at an early age. He was three years in the Chicago local agency of E. M. Teall & Co., and afterward special agent of the Fire Insurance Association of London. For two years he was assistant manager for the Union of California; in 1891 he was appointed assistant United States manager of the Prussian National, and in 1897 was placed in charge of the eastern department of the company, with headquarters at New York. In 1903 he resigned that position and became associated with John M. Whiton & Co., having charge of the general business of the Eastern of New Jersey throughout the United States, and the New England department of the Concordia of Wisconsin. On May 1, 1908, he was appointed manager of the Maryland department of the General Adjustment Bureau covering the States of Maryland, Virginia and District of Columbia with headquarters at Baltimore.

RICHARDS, ELLIS, G., United States manager for the North British and Mercantile Insurance Company of London and Edinburgh, was born at Worcester, Mass., December 16, 1848. After a public school education he was a bookkeeper eight years in a manufacturing establishment. He entered the fire insurance business in 1874 in the office of the New England general agency of the Commercial Union of Boston. He was in the service of the National Board of Fire Underwriters, with headquarters at Worcester, Mass., from November, 1874, to April, 1877, then special agent of the Royal and Pennsylvania Fire, under Foster & Scull of Boston, until May, 1881, when he became special agent of the Queen for New England. He remained in charge of the New England business of that company until his appointment to the secretaryship of the National Fire of Hartford, April 6, 1887. He was elected a member of the board of directors of the National in 1895, and in December, 1896, he was elected to the vice-presidency, in addition to the secretaryship. In November, 1899, he accepted the position of manager for the United States of the North British and Mercantile Insurance Company of London and Edinburgh, with headquarters in New York, beginning his duties in that position on January 1, 1900.

RICHARDS, FRED E., president of the Union Mutual Life Insurance Company of Portland, Me., is a native of Camden, Me. He entered public life in 1873 as a member of the legislature of Maine, representing his native town, and was re-elected a second term. In 1875 and 1876 he was a member of the executive council, and in 1871 was appointed by Governor Connor State land agent. In 1878 and 1879 he was trustee of the insane hospital. In 1880 he was appointed by Governor Davis State bank examiner, to which

office he was twice reappointed by Governor Robie. He resigned in 1888, having served nearly three full terms. In 1886 he opened a banking house in Portland, and has since been the local fiscal agent of the Maine Central and other railroad companies, and of several large business corporations. When the Portland National Bank was organized, in 1889, he was elected president, retiring from that position, after eighteen years service, in 1907, but continuing as a director. Mr. Richards became connected with the Union Mutual Life in 1881 as a member of the board of directors. He served as a member of the finance committee, and always took an active interest in the management of the company. On the death of President DeWitt he was unanimously elected to be his successor, and began his administration November 1, 1893.

RICHMOND INSURANCE COMPANY of New York. Organized in 1836 as the Richmond County Mutual; reorganized as a stock company in 1907. Capital, \$200,000. J. F. Smith, president; David Cortelyou, secretary; John E. King, general agent.

RIDGELY PROTECTIVE ASSOCIATION, Worcester, Mass. Organized 1907; capital, \$100,000. F. A. Harrington, president; A. L. Pratt, secretary.

ROBERTS, HARVEY E., insurance journalist, was born at Elbridge, N. Y., May 25, 1861. After a high school education he entered the house of Marshall Field & Co., at Chicago, where he was engaged seven years. He came to New York to represent the Chicago *Investigator*, and had charge of its New York office four years. After one year's experience as business manager for the Philadelphia *Insurance Advocate* he became half owner of the *Surveyor* of New York and a member of the firm of Hall & Roberts, its editors and publishers. He retired from insurance journalism in 1903, to accept a position with the Interstate Life Insurance Company of Indianapolis, and was elected second vice-president of the company. In 1906 he resigned this position, returned to New York and established the H. E. Roberts Co., to do a general insurance business. He returned to insurance journalism the same year as editor and manager of the *Insurance Advocate*. In 1908, he purchased the paper and became its editor and publisher.

ROBERTS, JAMES SAUL, secretary of the Metropolitan Life Insurance Company of New York, was born in Liverpool, England, May 6, 1859. He was educated in a private academy, and began his insurance career at an early age in one of the branch offices of the Prudential Assurance Company of London. He became cashier of the Manchester branch office in 1879, and in June, 1880, resigned to accept a position with the Metropolitan Life in New York. Mr. Roberts has filled various positions at the home office of the Metropolitan, and in 1898 was appointed assistant secretary. He was advanced to his present position in October, 1901.

ROBERTSON, JOHN WALTER, joint manager of the western department of the Fire Association of Philadelphia at Chicago, is a native of Virginia, and was born at Alexandria, September 9, 1856. He was educated in private schools and at the University of Virginia, was admitted to the bar, and practiced law as an early vocation. He was special agent of the National Fire Insurance Company of Hartford in Illinois and Wisconsin from 1882 to 1888, and in the latter year was appointed special agent for the London and Lancashire in Wisconsin, Illinois and Michigan. In 1902, he became Wisconsin state agent for the Fire Association, was promoted to be assistant manager in 1908, and was appointed to his present position in January, 1909.

ROBINSON, HENRY SEYMOUR, vice-president of the Connecticut Mutual Life Insurance Company, was born in Hartford, Conn., April 16, 1868. He was educated in the public and high schools of Hartford, and graduated from Yale College in the class of 1889. He was admitted to the bar in 1901, and practiced law as a member of the law firm of Robinson & Robinson until 1905, when he was elected secretary and general manager of the trust department of the Connecticut Trust and Safe Deposit Company of Hartford. He was elected to his present position in October, 1905.

ROBINSON, JOHN H., manager of the Berkshire Life Insurance Company for New York and New Jersey, was born in Ontario, Canada, February 18, 1861. His insurance experience began when he was eighteen years old, with the Canada Life Insurance Company. A few years later he was in Wisconsin as the State agent of the Manhattan Life, and in 1885, being then but twenty-four years old, he joined the field force of the Michigan Mutual Life as its State agent for Michigan. In the autumn of 1891 he was invited to Vermont to take the management of the Vermont Life Insurance Company, which had just been resigned by Mr. Hart. He was elected vice-president and manager, his services beginning December 1, and later became president. On the reinsurance of the Vermont Life by the Metropolitan Life Insurance Company in March, 1900, Mr. Robinson was appointed manager for the States of New York and New Jersey for the Berkshire Life Insurance Company.

ROCHESTER-GERMAN INSURANCE COMPANY, Rochester, N. Y. Organized 1872; capital, \$500,000. Eugene Satterlee, president; H. F. Atwood, vice-president; Edward E. Paschall, secretary.

ROLLINS, CHARLES E., insurance journalist. [See Death Roll.]

ROSSIA INSURANCE COMPANY, THE, St. Petersburg, Russia. Carl F. Sturhahn, United States manager, New York.

ROSS, ROBERT F., insurance journalist, was born in Pocomoke City, Maryland, October 9, 1851. He received a public school

education, and at the age of fifteen was an apprentice in a printing office in his native city. In 1868 he removed to Baltimore and became connected with the business department of the *Gazette* of that city, and entered insurance journalism in 1873, becoming connected with *The Avalanche* of Philadelphia. Again later he purchased the *Expositor*, which was discontinued in 1875, and from 1878 to 1883 he was associated with Mathew Griffin in the publication of the *Insurance Age*, and *Daily Stockholder*, a financial paper. Later he associated in the publication of a journal in Boston devoted to electrical matters, and known as *Modern Light and Heat*, and in 1905 established the *Expositor*, at Newark, N. J.

ROTH, HENRY, secretary of the Mutual Life Insurance Company of Baltimore, was born of German parentage at Baltimore, January 16, 1858. He received his education at parochial schools and Bryant, Stratton & Sadler's business college at Baltimore, graduating from the latter in 1871. He entered the service of the Mutual Life as a collector and solicitor in 1875, and was afterward promoted to bookkeeper in the office of the company, and in 1886, at the early age of twenty-eight, was elected to the responsible post of secretary.

ROWE, JOHN SCOFIELD, secretary of the liability department of the Ætna Life Insurance Company, was born at Grand Rapids, Michigan, November, 6, 1868. He was educated in the public schools and Little Rock University. After graduation from the Grand Rapids Business College he entered the insurance business. He obtained his experience in liability insurance under the late George Munroe Endicott, and was auditor and superintendent of agencies of the United States branch of the Employers' Liability Assurance Corporation from 1891 to 1902, when he was appointed assistant secretary of the liability department of the Ætna Life, being promoted to the position of secretary, February 14, 1905. In addition to the above position Mr. Rowe was elected secretary of the Ætna Accident and Liability Company, March 16, 1908.

ROW, SAMUEL H., Michigan State agent for the National Fire Insurance Company of Hartford, was born at Sharon, Washtenaw county, Mich., March 10, 1840. When a youth he worked on a farm, and was also a district school teacher. He enlisted in the Twentieth Michigan Infantry in 1862 and saw service two years, reaching the rank of first lieutenant. After the war he went to Lansing, Michigan, where he was a clerk in the office of the Secretary of State two years, member of the school board two years, and member of the city council two years. He was deputy Secretary of State of Michigan from 1867 to 1871. In the latter year he was appointed the first commissioner of insurance of Michigan, and organized the department. Mr. Row was commissioner twelve years. During the time he was twice president of the national convention of insurance department officials, and several years the chair-

man of the convention committee on uniform blanks, during which he devised the balance sheet form of annual statement for life insurance companies, and his annual reports were distinguished for their intelligent and lucid discussion of a wide range of insurance subjects. When his last official term expired he accepted an offer from the Western Union to serve it at the Chicago headquarters. One year later he took the Michigan State agency for the Washington Fire and Marine of Boston, and when that company was reinsured by the National Fire of Hartford he transferred his services to the latter company in the same capacity. Mr. Row was one of the first advocates of a standard policy of fire insurance for Michigan, and was on the state commission to prepare the original policy. Mr. Row died March 10, 1909.

ROYAL EXCHANGE ASSURANCE of London. Uberto C. Crosby, New York city, resident manager for the United States; Richard D. Harvey, assistant manager.

ROYAL INSURANCE COMPANY of Liverpool. Edward F. Beddall, general attorney for the United States; J. H. Pearch, secretary; Cecil F. Shallcross, manager for the New York department; Frederick W. Day, assistant manager; Albert R. Hosford, assistant manager; Morton S. Lewis, second assistant manager; Charles R. Pitcher, local secretary. New York office, 84 William street. Law Brothers of Chicago, managers for the western department. Field & Cowles of Boston, managers for the New England department. Milton Dargan of Atlanta, manager for the southern department. Rolla V. Watt of San Francisco, manager for the Pacific department.

ROYAL UNION MUTUAL LIFE INSURANCE COMPANY, Des Moines, Ia. Chartered 1886. Frank D. Jackson, president; Sidney A. Foster, secretary.

RUBBER MANUFACTURERS' MUTUAL FIRE INSURANCE COMPANY, Boston, Mass. Organized 1885. Arthur H. Lowe, president; Benjamin Taft, secretary.

RUSSELL, JOHN NEWTON, JR., former secretary of the Pacific Mutual Life Insurance Company, was born at Boonville, Mo., June 5, 1864. He received a high school and business college education, and began his business career in life insurance. He engaged in both office and field work, and was secretary of the Guardian Life Insurance Company of Denver for six years, and on the reinsurance of that company he became assistant superintendent of agents of the Conservative Life Insurance Company of Los Angeles. He was appointed superintendent of agencies of the company in 1905, and was elected secretary in 1906 following the amalgamation of the Conservative Life with the Pacific Mutual. He was elected a director of the company in 1907, and resigned

the secretaryship to become manager of the Southern California general agency, with headquarters at the home office. He is a member of various Masonic bodies, and a Knight Templar and Shriner, and is also a member of the Society of the Sons of the American Revolution.

RUSSIAN REINSURANCE COMPANY, St. Petersburg, Russia. Paul E. Rasor, United States manager, New York.

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SACKETT, ROBERT EMORY, vice-president of the National Life Insurance Company of the United States of America, was born at Pittsford, N. Y., of American parentage, November 11, 1852. He was educated in a country school and the preparatory department of Olivet College. For a time he was a farmer, then went to Cedar Rapids, Ia., and engaged in the retail grocery business. Later he took a position in the office of the Blair land and railroad interests at Cedar Rapids, Ia., where he remained until 1880, when he became assistant cashier of the W. A. McHenry Bank at Denison, Ia. After two years he resigned this position to take charge of the land grants of the different railroads represented by the Blair interests, with headquarters at Sioux City, Ia. He next engaged in the real estate and insurance business, after which he was elected clerk of the courts at Sioux City, Ia., which position he held until he became connected with the Iowa Life Insurance Company as secretary in 1894. He was connected with that company until its reinsurance in the National Life Insurance Company in May, 1900, when he became secretary of the National Life, and on January 31, 1906, was elected to the office of vice-president.

SAFETY FUND LAW OF NEW YORK. This law, which permits the accumulation by a fire insurance company of New York, from its net profits, of a fund, one-half of which may be deposited with the insurance department to be held for the protection of the unearned premiums of the company and to serve as a second capital in said case its capital and assets are swept away by a great conflagration, the other half to be retained by the company for the payment of losses, was enacted by the State Legislature in its session of 1874 (passed April 16th) on the suggestion of Insurance Superintendent Chapman. It is now embodied in Sections 130, 131, and 132 of Chapter 690 of the laws of 1892 (the revision). The following companies have funds accumulated under the provisions of this law:

Companies.	Deposited with the Insurance Dept.	Guaranty Surplus Fund.
Buffalo German,	\$200,000	\$200,000
Continental,	600,000	600,000
German-American,	750,000	750,000
Germania Fire,	500,000	500,000
Glens Falls,	200,000	200,000
Home,	1,500,000	1,500,000
Niagara Fire,	375,000	375,000
United States Fire,	21,314	17,114
Westchester,	300,000	300,000
Williamsburg City Fire,	280,000	280,000

Surplus fund laws are in force in four other states, the provisions thereof being similar to those of the law of New York, which was the first to enact legislation of this character. The states and their laws are:

Minnesota, Chapter 18, laws of 1876, re-enacted by Section 98 of the general law of 1895.

Rhode Island, Sections 26 to 32, inclusive, of Chapter 156 of the Public Laws.

Wisconsin, Sections 1909 to 1913, inclusive, of the Revised Statutes.

New Jersey in 1908 enacted a somewhat similar law.

SAGE, FRANK L., assistant secretary of the Mutual Benefit Life Insurance Company, Newark, N. J., was born in Lewiston, New York, July 13, 1867. He received a public school and college education, and graduated from Mt. Union College in 1890, and from the law school of the University of Michigan in 1901. After graduating from college he was principal of a high school in Saginaw, Mich., for several years, and subsequently practiced law at Buffalo, N. Y. He was professor of law at the University of Michigan from 1902 to 1907, when he resigned to resume the practice of law, but gave up that purpose to accept his present position with the Mutual Benefit Life.

SAGE, JOHN DAVIS, secretary of the Union Central Life Insurance Company, Cincinnati, is a native of Connecticut, and was born in Hartford, September 14, 1877. He received a public school and college education, and graduated from Brown University in 1899. He entered the home office of the Union Central Life as clerk after graduation, and was elected to the position of assistant secretary in 1906 and secretary in 1907. He was formerly editor of the Union Central *Advocate* and other company publications.

SALAMANDRA INSURANCE COMPANY of St. Petersburg, Russia. Organized 1846. Albert Willcox & Co., United States managers, New York City.

SALVAGE CORPS. [See Fire Patrols and Salvage Corps in the United States.]

SANBORN, MOORE, was born at Tamworth, N. H., April 15, 1860. He received a common and high school education, and studied for the ministry, which he entered at the age of twenty, holding pastorates in the south and west until 1889, when ill health forced him to retire from the ministry. He then took up life insurance, being a solicitor for the New York Life in Georgia and Florida, and later agency director in Nova Scotia. He was appointed manager at Detroit for the Massachusetts Benefit Life in 1893, being later called to the home office as assistant superintendent of agents. In 1895 he was appointed superintendent of agents and third vice-president of the American Union Life, and in 1900 was elected third

vice-president and superintendent of agents of the Security Life of Binghamton. This connection he resigned in 1903 to become one of the vice-presidents and agency manager of the Security Trust and Life Insurance Company of Philadelphia, and was the editor of this company's agency paper, *The Security Socius*. Mr. Sanborn is a life member of the American Unitarian Association of Boston. He severed his connection with the Security Trust and Life on May 1, 1905, and re-entered the ministry, but returned to life insurance work in 1906, becoming supreme vice-counselor of the Home Guards of America, a fraternal beneficial order with headquarters at Van Wert, Ohio. He is one of the editors of its official publication, the *Home Guard Monitor*.

SANDERS, GEORGE WHITE, actuary of the Michigan Mutual Life Insurance Company of Detroit, was born in Jefferson county, Indiana, December 7, 1845. He was graduated from the Indiana University in 1869, with the degree of A.B., and three years later received A.M., from the same institution. After graduation, until March, 1875, Mr. Sanders was engaged in civil engineering in the south and west. The latter year he entered the office of the Michigan Mutual at Detroit, and in January, 1891, was appointed its actuary. He is a charter member of the Actuarial Society of America.

SAN FRANCISCO LIFE UNDERWRITERS' ASSOCIATION was organized in March, 1895, "to promote the general interests of life insurance throughout the State of California." The officers and executive committee elected at the first meeting were: Henry K. Field, general agent of the New England Mutual Life, president; John Landers, manager of the Manhattan Life, vice-president; Clarence M. Smith, general agent of the Northwestern Mutual Life, secretary; Dr. F. A. Archibald, general agent of the Union Central Life, treasurer. The association withdrew from the National Association and was inactive for a number of years. The association was reorganized at a meeting in April, 1907, and at the annual meeting in January, 1909, officers were elected as follows: President, Jay Dwiggin, Phoenix Mutual; vice-president, F. F. Taylor, Metropolitan Life; secretary, D. J. Sidwell; treasurer, A. S. Holman, Travelers; executive committee: E. H. L. Gregory, Aetna; Julian Sontag, West Coast Life and S. R. McClay.

SAN FRANCISCO, MANAGERS OF PACIFIC COAST DEPARTMENTS AT. The Pacific coast department managers of other State and foreign companies at San Francisco at the time this volume was ready for the press were:

AMERICAN FIRE INSURANCE COMPANIES.

Companies.	Managers.	Companies.	Managers.
Aetna,	E. C. Morrison.	Austin Fire Ins. Co.,	J. E. Anderson.
Agricultural, N. Y.,	Arthur M. Brown.	Camden,	E. W. Potter.
Alliance, Pa.,	Bailey & Johnston.	Citizens,	Palache & Hewitt.
American, N. J.,	Gordon & Hoadley.	Caledonian American,	T. J. Conroy.
American Central,	Christensen	Camden Fire,	Macdonald & Miles.
	& Goodwin.	Colonial,	McNear & Wayman.

Companies.	Managers.	Companies.	Managers.
Com. Union, N. Y.,	E. T. Niebling.	National, Conn.,	McNear & Wayman.
Commonwealth,	J. E. Anderson.	National Union,	W. A. Drennan.
Continental, N. Y.,	Arthur G. Nason.	New Brunswick,	Asso. Underw'ts, Inc.
Concordia,	Dickson & Thieme.	North River,	Asso. Underw'ts, Inc.
Connecticut Fire,	Benj. J. Smith.	N. Y. Underwriters,	Harry L. Mann.
Colonial Underwrit'rs,	McNear & Wayman.	Niagara, N. Y.,	Parrish & Thornton.
Delaware,	Macdonald & Miles.	Northwestern Nat.,	David W. Clark.
Dixie Fire,	James E. Cabb.	Ohio German,	Fred Tebbin.
Dubuque F. & M.,	Walter M. Wilson.	Orient,	James Wyper.
Eastern Fire,	Chas. W. Ward.	Pennsylvania Fire,	Russell W. Osborn.
Empire City,	C. J. Stovel.	People's National,	Bertheau Watson & Co.
Equitable F. & M.,	J. F. D. Curtis.	Phenix, Brooklyn,	C. B. Sloan.
Federal,	G. L. Rathborne.	Phenix, Conn.,	G. H. Tyson.
Fidelity Fire,	Arthur J. Nason.	Phila. Underwriters,	Frank M. Avery.
Firemens, Newark,	C. H. Ward.	Providence-Wash.,	J. F. D. Curtis.
Fire Associ'n, Phila.,	Frank M. Avery.	Pelican,	W. Irving.
Franklin,	Cleveland & Trathan.	Queen City,	Lee S. Frudensfeld.
German-Alliance,	Geo. H. Tyson.	Queen, N. Y.,	Rolla V. Watt.
German-American,	Geo. H. Tyson.	Reliance,	C. C. Kinney.
German Union,	Dickson & Thieme.	Rhode Island,	Wm. Romaine.
German, Pittsburg,	David Duncan.	Seaboard Fire & Marine,	F. A. Chapnis.
Girard Fire & Marine,	Ed. E. Potter.	Seattle F. & M.,	C. de Veuve.
Glens Falls,	Ed. E. Potter.	Security,	Ed. E. Potter.
Globe & Rutgers,	A. M. Brown.	Shawnee, Kan.,	H. L. A. Bates.
Hanover, N. Y.,	Bertheau, Watson Co.	Spring Garden,	David Duncan.
Hartford Fire,	Palache & Hewitt.	Sun, New Orleans,	Carl A. Henry.
Home, N. Y.,	H. L. Roff.	Springfield F. & M.,	Geo. W. Dornin.
Home, Salt Lake,	Mann & Wilson.	St. Paul F. & M.,	Christensen
Ins. Co. of N. Am.,	Bailey & Johnston.		& Goodwin.
Ins. Co. State of Pa.,	Bailey & Johnston.	Southern,	John J. Clayton.
Jefferson,	Asso. Underw'ts, Inc.	Teutonia, N. O.,	Harry L. Mann.
Lumber,	Clarence DeNeuve.	Union, Phila.,	R. W. Osborn.
Mechanics & Traders,	McNear & Wayman.	Westchester Fire,	Macdonald & Miles.
Mercantile, Mass.,	Christensen	Williamsburgh City,	Ed. E. Potter.
	& Goodwin.	Walla Walla,	J. H. Richards.
Michigan F. & M.,	C. A. Henry.	Washington,	W. Irving.
Michigan Commercial,	T. J. A. Tiedeman.		

FOREIGN FIRE AND MARINE INSURANCE COMPANIES.

Aachen and Munich,	Conroy & Grimm.	North China,	Macondray & Co.
Alliance Assn.,	E. T. Niebling.	Norwich Union,	W. H. Lowden.
Am. & For'n Marine,	Balfour, Guthrie & Co.	Ocean Marine,	H. M. Newhall & Co.
Atlas, London,	Frank J. Devlin.	Palatine,	E. T. Niebling.
Australian Alliance,	W. B. Cochran.	Pelican Assurance,	W. Irving.
Baloise,	Louis Rosenthal.	Phenix, London,	W. Irving.
British America,	J. J. Kenny.	Prussian National,	John A. Prinsen.
Brit. & For'n Marine,	Balfour Guthrie & Co.	Reliance Marine,	Henry Lund & Co.
Caledonian,	T. J. Conroy.	Royal,	Rolla V. Watt.
Canton, Hong Kong,	W. B. Cochran.	Royal Exchange,	Dickson & Thieme.
China Traders,	Williams, Dimond & Co.	Scottish Union & Nat.,	F. W. Fores.
Commercial Union,	E. T. Niebling.	Sovereign Fire,	C. J. Stovel.
Fonciere Transports,	H. R. Mann.	Standard Marine,	J. D. Spreckles Bro. Co.
General Marine,	Macondray & Co.	State,	F. W. Fores.
Helvetia General,	Louis Rosenthal.	Sun, London,	C. A. Henry.
Indem. Mut. Marine,	E. C. Evans.	Svea,	Arthur M. Brown.
Law Union & Crown,	H. H. Smith.	Scotch Underwriters,	Conroy & Grim.
Liv. & Lon. & Globe,	Chas. D. Haven.	Switzerland General,	Louis Rosenthal.
Lon. Assur.,	E. Parrish & A. W. Thornton.	Thames & Mursey,	Louis Rosenthal.
London & Lancashire,	James Wyper.	Union,	E. T. Niebling.
Lon. & Prov. Marine,	Girvin & Eyre.	Union Marine,	J. B. Levinson.
Mannheim,	J. B. Levinson.	Universo,	H. R. Mann.
Marine, Ltd.,	Geo. MacNear.	Upper Rhine,	Dickson & Thieme.
Maritime,	J. Livingston.	Western, Toronto,	J. J. Kenny.
New Zealand,	Folger & Speyer.	World Marine,	Macondray & Co.
N. Brit. & Mercantile,	W. S. Berdan.	Yangtse,	Balfour, Guthrie & Co.
Northern,	F. L. Hunter.		

LIFE INSURANCE COMPANIES.

Companies.	Managers.	Companies.	Managers.
Ætna Life,	E. H. L. Gregory.	National, Vt.,	G. M. Stolp.
Bankers, L., Des Moines,	G. F. Wink.	National, U. S. of A.,	R. L. Underhill.
Boston,	Harry J. Knowles.	New England,	Chas. K. Field.
Columbian National,	Julius Bohm.	New York Life,	J. W. Day.
Connecticut Mutual,	A. K. P. Harmon.	Northwestern (Mutual,	Smith, Thomas & Thomas.
Continental,	P. A. Bergerot.	Northwestern Nat'l,	Daniel W. Clark.
Des Moines,	E. E. Peck.	Penn. Mutual,	E. H. Hart.
Equitable, N. Y.,	A. M. Shields.	Phoenix Mutual Life,	Jay Dwiggin.
Fidelity Mutual,	James S. Osborne.	Provident Savings,	Carl C. Gross.
Germania,	Fred A. Jacobs.	Prudential,	R. S. Boyns.
Home Life,	Frank Sperling.	Prov. Life & Trust,	Vail & Eldridge.
Manhattan,	John Landers.	Security Mutual,	G. A. Rider.
Mass. Mutual,	C. M. T. Parker.	State,	Pac. Co'st Under's Co.
Metropolitan,	Frederick P. Taylor.	Travelers,	A. F. Bridge.
Minnesota Mutual,	J. A. Peters.	Union Central,	R. L. Stephenson.
Mutual Benefit,	F. E. DeGroat.	Union Mutual,	W. C. Leavitt.
Mutual Life,	W. L. Hathaway.	Washington,	Howard Perrin.

CASUALTY, SURETY, AND LIABILITY COMPANIES.

Ætna Life,	E. H. L. Gregory.	London Guarantee,	F. E. Landis.
Ætna Acc. & Liab.,	Walter A. Chowen.	Maryland,	H. W. Wheatley.
Ætna Indemnity,	Paul M. Nippert Co.	Metropolitan Casualty,	H. R. Mann.
American Surety,	Henry W. Lobb.	National Surety,	F. S. Gilbert.
American Bonding,	Joy Lichtenstein.	N. Jersey Plate Glass,	Asso. Underwr's, Inc.
American Credit Ind.,	H. J. Sheehan.	New York Plate Glass,	Boole, Sloan & Co.
Casualty Co. of Am.,	P. M. Nippert.	New Amsterdam,	F. B. Lloyd.
Cont'l Casualty Co.,	J. E. Betts.	North American,	J. L. Dunscomb.
Emp. State Surety Co.,	J. C. Hayburn.	Pennsylvania,	A. G. Nason.
Employers' Liability,	Chas. J. Okell.	Philadelphia Casualty,	P. M. Nippert Co.
Federal Casualty,	W. E. Lomers.	Preferred Accident,	Thomas Goodwin.
Federal Union Surety,	David Duncan.	Standard,	Clarence F. Briggs.
Fidelity and Casualty,	Chas. J. Bosworth.	Title Guar. & Surety,	Dan F. Carter.
Fidelity and Deposit,	Williamson & Moyles.	Travelers,	A. F. Bridge.
Frankfort Ac. & P. G.,	David Duncan.	U. S. Casualty,	F. W. Birlem.
Hartf'd Steam Boiler,	H. R. Mann.	U. S. Fidelity & Gu.,	Borland & Johns.
Ind. & Ohio Live Stock,	J. E. Van Camp.	U. S. Health & Acc.,	James C. Hayburn.
Lloyds Plate Glass,	Christensen & Goodwin.	United Surety,	Lloyd & Robertson.
		Union Health & Acc.,	C. S. Konigsberg.

SAN FRANCISCO UNDERWRITERS' FIRE INSURANCE PATROL. [See Underwriters' Fire Patrol of San Francisco.]

SARGEANT, FRANK W., president of the New Hampshire Fire Insurance Company, was born at Candia, N. H., March 7, 1860. He obtained his education in the schools of that village and at Phillips Exeter Academy. In 1882 he entered the mercantile business in Boston, where he remained a short time. He then spent a brief time in the office of the master mechanic of the New York and New England Railroad. On October 25, 1882, he entered the employ of the New Hampshire Fire Insurance Company, beginning as office boy and working his way through all the departments to his present position to which he was elected in 1905.

SARGEANT, WILLIAM HENRY, secretary of the Massachusetts Mutual Life Insurance Company, was born in Springfield, Mass., October 5, 1868. He received a public school education, and began his business career in the office of the Massachusetts Mutual

Life, serving in various capacities in the different departments. He was appointed inspector of agencies in 1900, was elected assistant secretary in 1903, secretary in January, 1905, second vice-president in October, 1908 and vice-president in January, 1909.

SCHEDULE RATING. [See Universal Mercantile Schedule.]

SCHERMERHORN, WINFIELD SCOTT, insurance journalist, was born at Burlington, N. J., March 11, 1863. He was graduated from the Boys' High School, Burlington, N. J., Farnum State School, Beverly, N. J., and from Pierce Business College, Philadelphia. After graduating he was an accountant for ten years. In January, 1893, he purchased the *Daily Telegram*, of Camden, N. J., conducting it with success, and subsequently he became the advertising manager of the *Insurance News*, leaving the *News* to accept a position with a shoe and leather magazine in its advertising department, where he remained until December, 1898, when he again returned to the *Insurance News* to become its editor and manager. On October 31, 1901, he purchased the *Insurance News*, thereby becoming its publisher as well as its editor.

SCHUMANN, HUGO, president of the Germania Fire Insurance Company of New York, is a native of Germany, where he was born in 1842. After three years' business experience in Germany, from 1857 to 1860, he came to the United States. On the breaking out of the war in 1861 he enlisted in the army, and served until he was wounded, when he received an honorable discharge. His connection with the Germania Fire Insurance Company dates from 1863. Four years after he entered the service he was elected secretary of the company. In 1886 he was made vice-president, and on the death of Mr. Garrigue, in 1891, he succeeded to the presidency.

SCOTT, EDWARD W., former president of the Provident Savings Life Assurance Society of New York. [See Death Roll.]

SCOTTISH UNION AND NATIONAL INSURANCE COMPANY, Edinburgh, Scotland, was chartered in 1824. J. A. Cook is its manager at the Edinburgh office, and J. K. Macdonald secretary. It commenced business in 1880 in the United States, with headquarters in Hartford, and does here a fire insurance business exclusively. In Great Britain it also insures lives and grants annuities. The United States trustees are Messrs. Morgan G. Bulkeley, Meigs H. Whaples, and Morgan B. Brainard, Hartford. The American representatives of the company are: James H. Brewster, manager, Henry J. Houge, and B. M. Culver agency superintendents.

SCOVELL, CHARLES WOODRUFF, formerly superintendent of agents of the Pittsburgh Life and Trust Company, is a native of Ohio, and was born at Springfield, August 16, 1862. He graduated from the Western Union College of Pennsylvania, class of 1883, and the college conferred the degree of A.M. on him in 1886. He studied law at the Columbia Law School, and University of Berlin, Germany, and engaged in the practice of law at Pittsburgh

in 1886. He entered the life insurance business in 1887, accepting the appointment as manager for western Pennsylvania of the Provident Savings Life. He was president of the Pittsburgh Life Underwriters' Association from 1901 to 1903, and was elected president of the National Association of Life Underwriters at the annual meeting in 1905. He was secretary of the Allegheny County Bar Association, president of the alumni association of Western Union College, and secretary of the board of trustees, and has been also secretary of the Pittsburgh Art Society. He is a member of the Pittsburgh chamber of commerce and board of trade, and of several social clubs. He resigned as manager of the Provident Savings Life for western Pennsylvania in June, 1908, to become superintendent of agents of the Pittsburgh Life and Trust Company, but resigned in May, 1909, and accepted a position with the Penn Mutual Life.

SCRANTON LIFE INSURANCE COMPANY, Scranton, Pa. Organized, 1907; capital, \$300,000. James S. McNulty, president; William E. Napier, assistant secretary and actuary.

SCUDDER, SILAS D., fire underwriter and banker, was born of American parents at Vellore, Madras Presidency, in India, January 1, 1862. He was educated in schools in England and Germany, graduating from Kornthal University, near Stuttgart, Germany, in 1879. He was a clerk in the Bank of Montreal in New York City, and afterwards was engaged in the banking and insurance business on his own account in Minnesota. Because of ill health he removed to Texas, establishing at San Antonio a mortgage banking and insurance business, representing among others the Scottish American Mortgage Company, the London Assurance, and Germania of New York. Mr. Scudder was appointed Texas manager for the latter company in 1895. On March 1, 1897, he was promoted to the management of the Germania's southern department, with headquarters subsequently in New York city, and put in line of promotion with the official staff of that company. His early banking experience induced Mr. Scudder to again interest himself in that business. On January 1, 1902, Mr. Scudder was elected treasurer of the North American Trust Company, New York; and when that institution consolidated with The Trust Company of America, in 1905, he was elected treasurer of the enlarged concern. On March 1, 1907, Mr. Scudder was elected assistant to the president of The Bank of New York, 48 Wall Street, the oldest financial institution in New York State and next to the oldest in the United States; but receiving on March 1, 1908, a call for a larger sphere, with the International Banking Corporation, 60 Wall Street, New York, he joined this institution with the consent of his friends in The Bank of New York, and will hereafter devote his entire time to the upbuilding of a world's business through the International Banking Corporation.

SEABOARD FIRE AND MARINE INSURANCE COMPANY, Galveston, Texas. Organized 1905; capital, \$250,000. B. Adoue, president; J. H. Langbehn, secretary.

SEA INSURANCE COMPANY, Limited, Liverpool, England. Chubb & Son, New York, general agents for the United States.

SECURITY FIRE INSURANCE COMPANY, Cincinnati, O. Organized 1881; capital, \$150,000. F. A. Rothier, president; A. Benus, secretary.

SECURITY FIRE INSURANCE COMPANY, Davenport, Ia. Organized 1883; capital, \$100,000. S. F. Gilman, president; M. C. Hinsch, secretary.

SECURITY INSURANCE COMPANY, New Haven, Conn. Organized 1841; capital, \$500,000. John W. Alling, president; Victor Roth, secretary.

SECURITY LIFE INSURANCE COMPANY OF AMERICA, Chicago, Ill. Organized 1902; cash capital, \$500,000. W. O. Johnson, president; C. A. Goodale, secretary.

SECURITY LIFE AND ANNUITY COMPANY of Greensboro, N. C. Organized 1901. J. Van Lindley, president; Geo. A. Grimsley, secretary.

SECURITY MUTUAL LIFE INSURANCE COMPANY, Binghamton, N. Y. Organized 1886. Fredric W. Jenkins, president; W. G. Phelps, G. W. Dunn and Albert B. Howe, vice-presidents; C. H. Jackson, superintendent of agencies. Assets, \$5,230,126.46; surplus, \$491,195.86; special reserve, heretofore carried in surplus, \$148,804; insurance in force December 31, 1908, \$45,736.449.

SECURITY MUTUAL LIFE INSURANCE COMPANY, Lincoln, Neb. Organized 1895. W. A. Lindly, president; M. Weil, secretary.

SEWARD, GEORGE F., president of the Fidelity and Casualty Company of New York, was born at Florida, N. Y., November 8, 1840. He was educated at the S. S. Seward Institute at Florida and at Union College, Schenectady. He was appointed United States consul at Shanghai, China, in 1861, and in 1863 he was made consul-general in China, with a general charge of all consulates in that empire. In 1867 he was sent to Siam as a special representative of the United States to arrange certain questions then pending between the two governments. In 1869 he was appointed United States minister to Corea, that being the first diplomatic appointment of the government to Corea. In 1876 he was appointed minister of the United States to China, and served in that capacity until the close of 1880, when he was superseded because his views were at

variance with those of the government on the question of Chinese immigration. In 1881 he published a work entitled "Chinese Immigration in Its Social and Economic Aspects." In 1887 Mr. Seward was elected vice-president of the Fidelity and Casualty Company, and on the death of Mr. Richards, the president, in 1892, he was elected president. He has contributed various articles to the reviews and other publications on the affairs of Eastern Asia and other economical questions. He is chairman of the committee on taxation of the New York Chamber of Commerce, one of the vice-presidents of the Chamber, an LL.D. of Union College, and has received decorations from France and Denmark for services in the East.

SEXTON, WILLIAM, Pacific coast fire underwriter, is a native of Nova Scotia, and was born October 24, 1832. He had a common school education, went to sea as a sailor, and arriving in California many years ago became a miner. In 1868 he was in possession of a local insurance agency in San José, Cal., and was representing the *Ætna* and *Phoenix* of Hartford. He was eight years a special agent on the coast for the Fireman's Fund, ten years assistant manager in the Pacific department of the Lion Fire, and in 1891 succeeded to the general management of that company, as well as of the Imperial for the Pacific States. In June, 1894, Mr. Sexton resigned and entered the service of the Fireman's Fund of San Francisco as general adjuster. Mr. Sexton has found time before his insurance career to serve the people as a public functionary, and has been justice of the peace, sheriff, and chief of police, as well as a representative in the California legislature.

SHALLCROSS, CECIL F., manager at New York of the Royal Insurance Company, Limited, was born in the county of Cheshire, England, November 28, 1872. He received an English school education. After spending six months in a merchant's office in Liverpool, he became connected with the Liverpool branch of the Commercial Union Assurance Company of London, in February, 1891, in which office he remained until he entered the service of the Royal at the head office of the company in March, 1893. In October, 1896, he went out to the Royal's office in Calcutta, India, and in January, 1900, came to New York, where he was appointed manager on May 1, 1900.

SHAW, CHARLES A., former president of the Hanover Fire Insurance Company of New York, is a native of Whitestown, Oneida county, N. Y., where he was born November 8, 1839. Mr. Shaw comes of Scotch ancestry, being descended on the maternal side from the Wallaces of Renfrew and Stirling. He was educated at the district schools and Whitestown Seminary, and his first vocation in life was that of a teacher. He went to the front in 1863 as a private of the Fourteenth New York Heavy Artillery, and served to the end of the war. In October, 1866, he entered the office of the Hanover Fire Insurance Company, and during the time he has

been with the company, he has passed through various positions of trust, being appointed assistant secretary in April, 1884, and second vice-president in January, 1896, elected vice-president January 19, 1899, appointed secretary February 16, 1899, and elected president in May, 1900. Mr. Shaw is a past master of his lodge of Masons, and was president of the Brooklyn Masonic Veterans in 1901, and has served on the executive committee of the national council of administration of the G. A. R. He was elected secretary of the National Board of Fire Underwriters in May, 1902, 1903, 1904, and 1905. In June, 1905, he was appointed one of the Commissioners of the Board of Water Supply of New York city, to obtain an additional supply of pure and wholesome water, and resigned the presidency of the Hanover Fire in May, 1906, to devote his time to the work of the board of water supply.

SHAWNEE FIRE INSURANCE COMPANY, Topeka, Kan. Organized 1882; capital, \$200,000. Joab Muloane, president; James W. Going, vice-president and manager; H. S. Morgan, secretary.

SHEPLEY, GEORGE L., fire insurance agent, president of Starkweather & Shepley, Inc., of Rhode Island; president of Starkweather & Shepley, of New York, and surviving member of Starkweather & Shepley, was born at Dover, N. H., October 11, 1854. He was educated in the common schools of Providence, and entered the insurance business at the age of seventeen as a broker and member of the firm of Shepley & Eddy, which became in 1879 Starkweather & Shepley; in 1887 Mr. Starkweather died. In 1890 an office was opened in New York city, and in December, 1904, one in Boston, Mass., and last year in Chicago, Ill. In 1905, the Rhode Island business was incorporated under a special charter under the name of Starkweather & Shepley, Inc., and the business of the New York office was incorporated under the New York law under the name of Starkweather & Shepley. They represent in Providence, R. I., the Liverpool & London & Globe, Ætna, Hartford, Scottish Union & National, and many other offices, and they have been general agents for the Hamburg-Bremen since 1875. Mr. Shepley is president, and Starkweather & Shepley are general agents of the Rhode Island Insurance Company, which was organized in January, 1907. The Boston office holds the general agency for New England of the Michigan Commercial. They have extensive connections in London and Paris, and represent directly as sole attorneys for the United States and Canada, many foreign offices for surplus lines. Mr. Shepley was a member of the military staff of Governor Dyer from which position he acquired the rank of colonel. He is a prominent Mason, has received the 33d degree, is much interested in outdoor sports, being a member of numerous yacht, sporting, political, and social clubs in Rhode Island, New York, Massachusetts, and Europe. In 1902 Colonel Shepley served as lieutenant-governor of the State of Rhode Island, and is now president of the Insurance Association of Providence.

SHIPLEY, SAMUEL R., former president of the Provident Life and Trust Company of Philadelphia. [See Death Roll.]

SKANDIA INSURANCE COMPANY of Stockholm, Sweden, was organized in 1855, and entered the United States for reinsurance business in May, 1900, making a deposit with the New York and Ohio departments. Cecil F. Shallcross, manager and attorney in the United States. New York office, 84 William street.

SKILTON, DEWITT C., president of The Phoenix Insurance Company of Hartford, was born at Plymouth, Conn., January 11, 1839. In 1855 he removed to Hartford and became a bookkeeper in a mercantile establishment. In October, 1861, he entered the insurance business as a clerk of the Hartford Fire Insurance Company. In 1862 he went to the war as a lieutenant in the Twenty-second Regiment of Connecticut Volunteers. He returned the following year and resumed his desk in the office of the Hartford. In December, 1867, he was elected secretary of The Phoenix Insurance Company; in August, 1888, vice-president, and on the death of Mr. Kellogg, in February, 1891, succeeded him as president. Mr. Skilton was secretary of the National Board from 1881 to 1883, vice-president from 1884 to 1890, and was elected president in May, 1891, and was re-elected in 1892 and 1893, declining a re-election in 1894. He was a member of the committee which prepared the New York standard policy.

SLOAN, EDGAR J., assistant secretary Aetna Insurance Company, Hartford, was born in Hartford, November 4, 1870, and was educated in the public schools of his native city. After leaving school he started to learn the machinist's trade, and entered the fire insurance business in the local agency of the Phoenix Fire Insurance company, and four years later became examiner for the company. He was state agent for the Home of New York, having charge of Connecticut and Rhode Island, later becoming special agent for the Aetna in charge of the western New England field. He was later called to the home office of the Aetna as general agent, and was elected to his present position in May, 1907.

SLOCUM, CHARLES M., former assistant manager of the United States branch of the Aachen and Munich Fire Insurance Company, was born in Philadelphia in 1858, and in 1877 entered the office of Louis Wagner, a local agent of that city. In 1882 he was bookkeeper in the United Firemen's Insurance Company, and in 1883 a special agent of that company. In 1888 he was the New England special agent of the Providence-Washington Insurance Company, in 1890 the New England special agent of the Phoenix of London, in 1897 assistant manager of the eastern department of the Aachen and Munich, and in 1902 the assistant manager of the United States branch of that company. He resigned the assistant managership of the Aachen and Munich in 1903, and is at present an adjuster and special agent, with headquarters in New York.

SMITH, ARTHUR L. J., insurance journalist and publisher, is a native of Charleston, S. C., where he was born May 31, 1860. He is the grandson of William Loughton Smith, representative from South Carolina in the first five Congresses of the United States, and son of William Wragg Smith, a distinguished botanist and entomologist. He received his high school education at Astoria, N. Y., and after service as court reporter on the New York daily papers, entered the office of the *Spectator* in September, 1877, when seventeen years old. For nine years following he had charge of the statistical work of that journal, being sub-editor the latter part of that period. In 1888 Mr. Smith became one of the proprietors of the *Spectator* and its business manager and associate editor. He is a member of the Riding and Driving Club, Montauk Club, and Crescent Athletic Club of Brooklyn, and the Underwriters' Club, of New York City.

SMITH, CHARLES J., insurance journalist, was born at Brighton, England, in 1841, and came to the United States in 1865. He was educated at a private school at Brompton, and began his business life as a shorthand reporter upon the Brighton *Pulpit*. After coming to this country he was first employed as a proofreader on the New York *Sun*, and subsequently for three years was city editor of that paper. In 1869 he started the New York daily *Star*, and was its managing editor until 1876. After a year upon the New York *Express* as city editor, he established in 1877 the *Insurance Record*, of which he continues to be the proprietor. Mr. Smith entered the service of the Mutual Life of New York as one of the official staff at the home office in 1885, and resigned in 1905. He is at present editor of the *Vigilant*.

SMITH, HARRY ALEXANDER, vice-president of the National Fire Insurance Company of Hartford, was born in Massachusetts May 24, 1869. He prepared for college at Williston Seminary, Easthampton, Mass., and Cayuga Lake Military Academy, Aurora, N. Y., and was graduated from Amherst College with the class of 1890. For a short time he was local agent in Rochester, N. Y., then special agent in New York State for the National Fire of Hartford, later State agent, and in January, 1900, was elected assistant secretary of the company. Mr. Smith at the time of his election to an official position with the National was first vice-president of the Underwriters' Association of New York State, an organization in which he had held important official position for several years. In January, 1907, Mr. Smith was elected vice-president. He is also vice-president and a director of the Mechanics & Traders Insurance Company of New Orleans, La., of the Franklin Insurance Company of Wheeling, W. Va., and secretary of the Colonial Securities Company of Hartford, Conn.

SMITH, THOMAS H., fire insurance adjuster, Chicago, Ill., is a native of the State of Maine, and was born December 12, 1847. After an academic and high school education he entered business

in a private banking office in Bangor, Me., with which was associated a large local insurance agency. In 1873 he went west for the North British and Mercantile Insurance Company, and was with that company for more than twenty years, first at Kansas City, Mo., later at Cincinnati, Ohio, and from 1875 till December 31, 1894, at Chicago, during the last five years of the time giving his attention to its losses. Mr. Smith was president of the Illinois State Board and has been closely identified for many years with the Fire Underwriters' Association of the Northwest, serving a term as vice-president and for many years on the executive committee. He has also been vice-president and is still a director of the Society of the Sons of Maine in Illinois. Since leaving the service of the North British and Mercantile he has been engaged in independent adjusting in Chicago and the west.

SMITH, WILLIAM SIMEON, actuary of the John Hancock Mutual Life Insurance Company of Boston, was born at Suffield, Conn., September 30, 1837. He was graduated from Williams College in the class of 1860, and his early vocations were those of printer and teacher. Mr. Smith was connected with the Kentucky insurance department from 1870 to 1876; was assistant actuary of the Columbia Life of St. Louis in 1876 and 1877, and was deputy insurance commissioner of Massachusetts from 1877 to 1894. In the latter year Mr. Smith resigned the office in which he had earned distinction to accept that of actuary of the John Hancock Mutual Life. He is a member of the Actuarial Society of America.

SNOW, ELBRIDGE G., president of the Home Insurance Company of New York, was born at Barkhamsted, Conn., January 22, 1841. He was educated at Fort Edward Institute, New York, and studied law in Waterbury, Conn., but gave up a prospective career at the bar to enter the insurance business as a clerk in an agency office in that place. In 1862 he joined the office force of the Home in the city of New York, and was some years afterward made state agent of the company for Massachusetts, with headquarters in Boston. Here he also organized the firm of Hollis & Snow, local agents. In 1885 Mr. Snow was recalled to New York as assistant secretary, and in 1888 he was elected to the vice-presidency of the company, and in 1904 president, succeeding John H. Washburn, resigned.

SOMMERS, HENRY CANTINE, formerly editor of the *Insurance Record*, was born in New York City November 22, 1861. He was graduated from Cornell University in 1881 and from Columbia Law School in 1883. He was admitted to the bar in 1883, and practiced law in New York five years. He entered the field of daily journalism in 1889, and in 1894 was one of the founders of *Insurance Opinion*, but in 1898 sold his interest in that paper, and in December, 1899, assumed the editorship of the *Insurance Record*, but resigned the position early in 1908, to engage in other business.

SOUTH ATLANTIC LIFE INSURANCE COMPANY, Richmond, Va. Organized in February, 1900. Capital, \$200,000. Edmund Strudwick, president; Chas. G. Taylor, Jr., secretary and actuary.

SOUTH CAROLINA ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized at Columbia, June 21, 1899. The following officers were elected: John B. Reeves, Charleston, president; Allen Jones, Columbia, vice-president; A. H. Walker, Columbia, secretary. At the annual meeting at Columbia in May, 1909, the following officers were elected: President, James Coefield, Spartanburg; vice-president, Q. Frank Johnson; secretary-treasurer, Sam M. Grist, Yorkville.

SOUTH CAROLINA, SUPERVISION OF INSURANCE IN, 1876-1909. In South Carolina the comptroller-general was charged with limited duties of insurance supervision up to 1908. Since the insurance law was passed in 1876 the comptrollers-general have been Johnson Hagood, John Bratton, W. E. Stoney, John S. Verner, W. H. Ellerbe, James Norton, L. P. Epton, D. P. Derham, and A. W. Jones. The legislature of 1908 established a separate insurance department, with the official in charge designated as insurance commissioner. The term of office is two years. F. H. McMaster was appointed commissioner under the act.

SOUTH DAKOTA, SUPERVISION OF INSURANCE IN, 1889-1909. After the State was organized the State auditor was charged with the duties of insurance supervision, his term being two years, and his election by the people. L. C. Taylor was the first official, from November 2, 1889, and was succeeded in 1893 by J. E. Hipple, and he in 1897 by H. E. Mayhew. The State Legislature of 1897 established a department of insurance with an official in charge styled commissioner of insurance. His term is for two years. J. H. Kipp was appointed to the office in 1897, but in March, 1898, was removed by the governor on a charge of malfeasance, and Thomas H. Ayers, the governor's private secretary, was appointed to fill the vacancy temporarily. In a few days he turned over the commissionership to L. C. Campbell. F. G. King succeeded him, and he was succeeded by Howard C. Shober. John C. Perkins was appointed in 1903. The present commissioner is Orville S. Basford.

SOUTH-EASTERN UNDERWRITERS ASSOCIATION, (formerly the South-Eastern Tariff Association). The first meeting of this association was held at New Holland Springs, near Gainesville, Ga., on August 16, 1882. At that meeting about thirty companies were represented, and promise of co-operation was received from about seventeen others. Captain Edward S. Gay, the present manager for the Insurance Company of North America, was the temporary chairman, and the following permanent officers were chosen at that time: President, Charles Knowles (then special agent of the New York Underwriters' Agency); vice-president,

Peter F. Pescud (then a special agent of the Commercial Union); secretary, Thomas Peters (then a general adjuster in Atlanta, Ga.). The operations of the association first covered the states of North Carolina, South Carolina, Georgia, and Alabama, and its object was stated to be "to organize and maintain local boards; to establish and enforce adequate rates and uniform commissions, and inculcate sound principles of underwriting." Subsequently it extended its jurisdiction over Virginia, Florida, Mississippi, and Louisiana.

Mr. Knowles remained president of the association until June, 1888, at which time Major Livingston Mims was elected. He was in office until 1894, when he was succeeded by Thomas Egleston. His successor in 1896 was Samuel Y. Tupper, who retired in 1898, and was succeeded by Captain Edward S. Gay. Harry C. Stockdell was elected in 1900 and 1901; W. E. Chapin 1902 and 1903; Geo. J. Dexter, 1904 and 1905. Thomas Peters continued in office as secretary until May, 1886, when he was succeeded by Charles C. Fleming, who was continued as secretary until he resigned to accept service with the German-American in March, 1891. Mr. Fleming was succeeded by Samuel Y. Tupper, who served until 1894, when he resigned to take the management of the Queen for the South, and Mr. Fleming returned to the secretaryship.

The most important work of the association has been the enforcement of an adequate tariff and uniform commissions, which latter legislation has been vigorously prosecuted throughout the southern territory under the authority of the association for the past eight years. The association has jurisdiction now over the states of Virginia, North Carolina, Georgia, Alabama, and Florida, the first-named having repealed its anti-compact law in 1902. There being anti-compact laws in South Carolina, Mississippi, and Louisiana, the companies act independently of each other in making rates.

The twenty-eighth annual meeting of the association was held at Old Point Comfort, Va., May 26 and 27, 1909. President Harris presided, and in his address briefly reviewed the work of the year and conditions in the field.

Officers were elected as follows: President, Dan B. Harris; vice-president, C. H. Coffin; manager, H. B. Andrews; executive committee: resident members, U. S. Atkinson, R. T. Caldwell, Guy Carpenter, Geo. H. Collins, B. E. Dryden, F. D. Holland, R. N. Hughs, W. R. Prescott; associate members, Dana Blackmar, Georgia; H. C. Hare, Florida; Jas. S. Middleton, South Carolina; Ben J. Smith, North Carolina; H. M. Tanner, Alabama, and L. R. Warren, Virginia.

Manager Andrews presented a report summarizing the work of his office and the force operating under the direction of the association. The following is a statement of the work accomplished for the fiscal year ending March 31, 1909:

	April 1, 1908, to March 31, 1909	Total to March 31, 1909
City and Towns—Tariffs published,	329	4,521
Rate Slips (other than those given below) published,	7,103	....
Cotton Warehouses, Compresses, Sheds and Platforms—Rate Slips published,	498	6,978
Cotton and Woolen Mills—Rate Slips published,	234	3,158
Phosphate and Fertilizer Risks—Rating Slips published,	101	990
Cotton Seed Oil Mills—Rating Slips published,	273	2,858
Saw Mills and other Special Hazards—Rating Slips pub- lished,	2,779	22,375
Tobacco Ratings—Slips published,	309	1,276

The following is a summary of the report by A. M. Schoen, chief engineer, of the work done by the electrical and inspection departments for the year ending March 31, 1909:

Original Surveys (risks not sprinklered) number made, 302; Re-inspections (risks not sprinklered) number made, 1,279; Plans or Plans and Views of Risks Inspected, number issued, 252; Water Works and Fire Departments Inspected, 37; Special Reports, number made, 3; Fire Reports, number made, 5; Bulletins Relating to Defects Corrected, number published, 579; Plans of Town Protection Furnished, 2; Plans Showing Features of Construction, Protection or Arrangement of Hazard Furnished Assured, 112; Special Plan-made, 3; Original Town Reports published, 1; Re-inspection Town Reports published, 3; Copies of Association Maps made, 636; Reports on Tobacco Drying Machines and Rooms, . . . ; Re-inspection Reports on Tobacco Drying Machines and Rooms, 16; Electrical Installation Inspections published—(a) Special Risks, 891; (b) Town Reports, 236; (c) Correction Slips, 341; New Reports on Gasoline Installation, 49.

The following force operates under direction of the association:

SPECIAL AGENTS.—J. P. Orme, E. W. Spencer, J. R. Parker, J. W. Harris, W. A. Goodrich, T. B. Jacobs.
VIRGINIA DEPARTMENT.—A. H. Harris, Secretary.
ELECTRICAL AND INSPECTION DEPARTMENT.—A. M. Schoen, Chief Engineer, F. E. MacKnight, Chief Inspector and Engineer, F. G. Tupper, Assistant Engineer.
INSPECTORS.—J. T. Robertson, A. H. Apperson, W. H. Barnwell, J. B. Danforth, J. C. Crowell, H. C. Reynolds, L. L. Hunnicutt, W. E. Finch, G. R. Glenn, A. A. Hepp, W. D. Cates, R. H. Breese.
SPRINKLER RISK DEPARTMENT.—H. E. Burdette, Secretary; S. W. Cornwell, Assistant Secretary.
INSPECTORS.—I. G. Hoagland, S. C. Rumph, E. B. Murphy.

STAMPING CLERKS.

Atlanta, Ga., H. M. Holliday; Augusta, Ga., A. H. Howell; Birmingham, Ala., P. C. Hulfish; Columbia, S. C., F. T. Buice; Columbus, Ga., A. C. Murdoch; Charleston, S. C., R. L. Bailey; Charlotte, N. C., Chas. H. Murry; Huntsville, Ala., J. P. Hazzard; Jacksonville, Fla., J. N. Harris; Macon, Ga., T. T. Starke; Mobile, Ala., W. C. Barker; Montgomery, E. B. Young; Norfolk, Va., W. S. Selby; Richmond, Va., E. G. Michaels; Rome, Ga., S. F. Haynes; Tampa, Fla., F. N. Fuller.

SOUTHERN FIRE INSURANCE COMPANY of Lynchburg, Va. Organized 1904; capital, \$200,000. Mont. H. Dingee, president; Holmes Cummins, secretary.

SOUTHERN INSURANCE COMPANY of New Orleans, La. Organized 1882; capital, \$200,000. The company was placed in the hands of a receiver in 1909.

SOUTHERN LIFE AND TRUST COMPANY, Greensboro, N. C. Organized 1903; capital, \$300,000. A. W. McAlister, president; David White, secretary.

SOUTHERN MUTUAL FIRE INSURANCE COMPANY, Athens, Ga. Organized 1847. Billups Phinizy, president; A. E. Griffith, secretary.

SOUTHERN NATIONAL INSURANCE COMPANY, Austin, Texas. Organized, 1905; capital, \$100,000. J. G. Hornberger, president; A. G. Beckmann, secretary.

SOUTHERN STATES LIFE INSURANCE COMPANY, Montgomery, Ala. Organized 1906. Wilmer L. Moore, president; Frank Orme, secretary and treasurer.

SOUTHERN STATES MUTUAL FIRE INSURANCE COMPANY, Philadelphia, Pa. Organized, 1907; F. A. Downes, president; H. C. Cornwall, secretary.

SOUTHERN STATES MUTUAL LIFE INSURANCE COMPANY of Charleston, W. Va. Organized 1906; capital, \$250,000. Harrison B. Smith, president; J. D. Baines, secretary.

SOUTHERN STOCK FIRE INSURANCE COMPANY, Greensboro, N. C. Organized 1895; capital, \$100,000. B. D. Heath, president; A. W. McAllister, secretary.

SOUTHWESTERN LIFE INSURANCE COMPANY of Dallas, Tex. Organized, 1903; capital, \$200,000. Henry D. Lindsay, president; Lawrence M. Cathles, secretary.

SPECIAL AGENTS' ASSOCIATION OF THE PACIFIC NORTHWEST was organized at Portland, Oregon, in October, 1903, with the election of F. J. Alex Mayer, president; Frank L. Hunter, secretary and treasurer. The headquarters of the association are in Portland, and the purposes of the association as set forth in the constitution are the "fostering of good and correct practices, upholding the honor of the profession, promotion of good fellowship, and the extension of knowledge of advanced methods in underwriting." Three meetings are held yearly; one in Seattle in June, one in Spokane in September, and in Portland in December, which is the annual meeting. The association started with a membership of thirty-one special agents. At the sixth annual meeting held October 30 and 31, 1908, officers were elected as follows: Presi-

dent, W. W. Grove, Spokane; vice-president, D. R. Atkinson; secretary, W. G. Fortman.

SOVEREIGN FIRE ASSURANCE COMPANY OF CANADA. Toronto, Canada. Organized, 1906. Cyrus A. Birge, president; H. S. Wilson, secretary.

SPAULDING, LYMAN A., general counsel and chairman of the board of directors of the Casualty Company of America, and its former president, was born in Syracuse, N. Y., February 11, 1868. He was educated in the Lockport Union school, studied law and was admitted to the bar October 5, 1894. He was clerk of the Supreme court and sheriff's clerk at Lockport, and from 1900 to 1907 served as trial counsel for the New York City Railway Company and the Florida East Coast Railway Company. He was acting United States vice-counsel at Brunswick, Germany from 1888 to 1891. He was elected president of the Casualty Company of America in 1907, but resigned in April, 1909, and appointed to his present official position with the company.

SPENCER, GEORGE W., late of Boardman & Spencer, general agent of the Ætna of Hartford for the Pacific coast. [See Death Roll.]

SPRINGFIELD FIRE AND MARINE INSURANCE COMPANY was incorporated April 24, 1849, and organized April 9, 1851. The charter authorized fire, marine, and tornado insurance. The original capital was \$150,000. The amount was increased at different times, making the company's present capital stock, \$2,000,000. Business was commenced in June, 1851, and at first embraced fire and marine lines. The latter was discontinued in 1861. The Chicago disaster involved the company in the loss of \$550,000, and the Boston loss was \$260,000. In the San Francisco disaster of April, 1906, the company's loss was \$1,639,063.39. The company's premium receipts during its first year of business were \$38,695.28. The net cash premiums for 1908 were \$4,925,109.

Edmund Freeman was chosen its first president, and William Connor, Jr., its first secretary. Mr. Freeman held his office until April, 1874, when he resigned. He was succeeded by Dwight R. Smith, who remained until his death, April 15, 1880. Jarvis N. Dunham succeeded Dwight R. Smith in 1880, and died December, 1891. He was succeeded by Andrew J. Wright. Mr. Wright died March 14, 1895, and was succeeded by the assistant secretary, A. W. Damon.

The company's present officers are: A. W. Damon, president; Charles E. Galacar, vice-president; W. J. Mackay, secretary; F. H. Williams, treasurer. Western department, Chicago, Ill., A. J. Harding, manager; A. F. Dean, assistant manager; William A. Blodgett, second assistant manager. Pacific coast department, San Francisco,

Cal., George W. Dornin, manager; John C. Dornin, assistant manager. It has agencies in all prominent localities throughout the United States and Canada.

The present board of directors consists of F. H. Harris, J. L. Pease, M. S. Southworth, Homer L. Bosworth, W. D. Kinsman, W. A. Harris, A. W. Damon, Charles E. Galacar, Joseph Shattuck, Jr., A. J. Harding of Chicago. The company's financial strength, as exhibited year by year since 1880, will appear from the subjoined comparative exhibit:

Date.	Capital.	Assets.	Net Surplus.
Dec. 31, 1880.	\$1,000,000	\$2,082,585.00	\$361,948.00
" 1881,	1,000,000	2,255,808.00	431,117.00
" 1882,	1,000,000	2,375,288.00	378,866.00
" 1883,	1,000,000	2,585,633.00	400,945.00
" 1884,	1,000,000	2,562,510.00	236,374.00
" 1885,	1,000,000	2,803,437.00	410,542.00
" 1886,	1,000,000	3,044,915.00	679,821.00
" 1887,	1,250,000	3,099,904.00	*473,986.00
" 1888,	1,250,000	3,200,142.00	617,992.00
" 1889,	1,500,000	3,410,983.00	*520,509.00
" 1890,	1,500,000	3,604,148.00	655,350.00
" 1891,	1,500,000	3,631,969.00	601,000.00
" 1892,	1,500,000	3,751,504.00	584,710.00
" 1893,	1,500,000	3,505,495.00	362,421.00
" 1894,	1,500,000	3,581,152.00	512,710.00
" 1895,	1,500,000	3,845,145.00	614,609.00
" 1896,	1,500,000	4,105,375.00	885,430.00
" 1897,	1,500,000	4,507,277.00	1,350,900.00
" 1898,	1,500,000	4,774,658.39	1,596,569.40
" 1899,	1,500,000	4,906,939.06	1,685,092.34
" 1900,	1,500,000	5,156,623.47	1,818,143.41
" 1901,	2,000,000	5,898,887.43	*1,287,195.28
" 1902,	2,000,000	6,027,413.06	1,512,070.50
" 1903,	2,000,000	6,282,402.00	1,620,490.00
" 1904,	2,000,000	6,446,898.00	1,574,986.00
" 1905,	2,000,000	7,156,531.72	2,024,000.40
" 1906,	2,000,000	6,936,261.00	1,171,125.00
" 1907,	2,000,000	7,204,958.80	910,758.32
" 1908,	2,000,000	8,519,933.96	1,903,900.63

*\$500,000 net surplus capitalized.

SPRING GARDEN INSURANCE COMPANY, THE, of Philadelphia, Pa. Organized 1835; capital, \$400,000. Clarence E. Porter, president; Edward L. Goff, secretary.

SPRINKLER INSURANCE IN 1908. Sprinkler insurance covers loss or damage caused by the accidental discharge or leakage of water from automatic sprinklers installed in factories and other buildings. The business is specifically written by two casualty companies, which reported as follows for 1908:

	Net Premiums Received.	Net Losses Paid.
Maryland Casualty,.....	\$143,230	\$39,691
United States Casualty,.....	40,280	8,509
Total,.....	\$183,510	\$48,200
Total 1907,.....	157,003	28,516
Total 1906,.....	119,751	30,826
Total 1905,.....	99,362	36,510

STANDARD ACCIDENT INSURANCE COMPANY of Detroit, Mich. Organized 1884; capital, \$500,000. Lem W. Bowen, president; E. A. Leonard, secretary.

STANDARD FIRE INSURANCE COMPANY, New Jersey. Organized, 1868; capital, \$200,000. W. C. Lawrence, president; I. W. Rogers, secretary.

STANDARD FIRE INSURANCE COMPANY, Keokuk, Ia. Organized, 1904; capital, \$100,000. F. C. Overton, president; W. A. King, secretary.

STANDARD MARINE INSURANCE COMPANY, Liverpool, England. Arthur C. Humphreys & Son, Norfolk, Va., attorneys.

STANDARD MUTUAL FIRE INSURANCE COMPANY. Philadelphia, Pa. Organized 1892. James Henry, president; Edwin I. Atlee, secretary.

STANDARD POLICY. [See Policy Forms, Fire.]

STARNES, PLEASANT M., former president of the National Life Insurance Company of the United States of America, is a native of Illinois, where he was born forty years ago, from Scotch-English ancestry. He was educated for the bar, to which he was admitted in Iowa, where he practiced some years, making insurance law a specialty. Subsequently he organized the National Life and Trust Insurance Company of Des Moines, of which he was first general manager and then president. When this company was merged with the National Life of the U. S. of A., in May, 1903, Mr. Starnes became its vice-president and general manager, and on the resignation of Mr. Phelps in February, 1904, as president, he succeeded him. He resigned the presidency in 1906, and engaged in business on the Pacific coast, but in 1907 became president of the St. Louis National Life Insurance Company of St. Louis, and was active in the organization of that company. He retired from active connection with life insurance in 1908 to give his attention to his extensive lumber interests.

STATE DWELLING HOUSE INSURANCE COMPANY, Concord, N. H. Organized 1885; capital, \$25,000. Solon A. Carter, president; O. Morrill, secretary.

STATE FIRE INSURANCE COMPANY, Limited, of Liverpool. Was established in 1891 and does a fire insurance business exclusively. Its manager and secretary is Mr. Albert H. Heal. In 1897 the State began an agency business in the United States and is now under the management of J. H. Brewster at Hartford. The company has \$200,000 on deposit with the Connecticut insurance department for the benefit of all policy-holders in the United States.

STATE INSURANCE COMPANY OF NEBRASKA, THE, Omaha. Organized 1903; capital, \$200,000. E. A. Cudahy, president; A. J. Love, secretary.

STATE INSURANCE COMPANY, Des Moines, Ia. Organized, 1865; capital, \$100,000. H. A. Elliott, president; Theo. F. Grefe, vice-president and secretary.

STATE LIFE INSURANCE COMPANY, THE, Indianapolis, Ind. Organized 1894, and reorganized as a legal reserve company in 1899. Henry W. Bennett, president; Wilbur S. Wynn, vice-president and secretary.

STATE MUTUAL FIRE INSURANCE COMPANY, Providence, R. I. Organized 1855. John R. Freeman, president and treasurer; Theo. P. Bogert, secretary and assistant treasurer.

STATE MUTUAL LIFE ASSURANCE COMPANY of Worcester, Mass. Chartered 1844. A. G. Bullock, president; Burton H. Wright, secretary.

STATE MUTUAL LIFE INSURANCE COMPANY, Rome, Ga. Organized 1898. C. R. Porter, president; A. C. Wadsworth, secretary.

STATEMENTS, ANNUAL, LATEST DATES FOR FILING.

The following table exhibits the latest dates for filing annual statements in the several states and territories, as reported to the Cyclopaedia by the insurance department officials thereof to May 1, 1908 (changes were possible after that date):

States and Territories.	Fire Insurance Companies.	Life Insurance Companies.	(a) Foreign Insurance Companies.	Assessment Companies.	(d) D'estic Insurance Companies.	All other Insurance Companies.
Alabama,	March 1 (2)	March 1	.....	March 1	.....	March 1
Arizona,	March 31	March 31	.....	March 31	.....	March 31
Arkansas,	March 1	March 1	.....	March 1	.....	March 1
California,	March 1	March 1	.....	March 1	March 1	March 1
Colorado,	March 1	March 1	.....	March 1	.....	March 1
Connecticut,	Jan. 31	March 1	.....	March 1	.....	Jan. 31
Delaware,	March 1	March 1	.....	March 1	.....	March 1
Dist. of Columbia,	March 1	March 1	.....	March 1	.....	March 1
Florida,	Jan. 31	Jan. 31	.....	Jan. 31	Jan. 31	Jan. 31
Georgia (c)	March 2	March 2	.....	March 2	.....	March 2
Hawaii,	April 15	April 15	.....	April 15	.....	April 15
Idaho,	April 1	April 1 (f)	.....	April 1	.....	April 1
Illinois,	Feb. 1	March 1	.....	March 1	.....	Feb. 1
Indiana (d)	Jan. 31	Jan. 31	.....	Jan. 31	.....	Jan. 31
Iowa,	March 1	March 1	.....	March 1	.....	Jan. 31
Kansas,	March 1	March 1	.....	March 1	.....	March 1
Kentucky ⁴ ,	Feb. 10	March 10	.....	March 1	.....	Feb. 10
Louisiana,	March 1	March 1	.....	March 1	.....	March 1
Maine,	Jan. 31 (1)	Jan. 31 (1)	.....	March 1	.....	Jan. 31 (1)
Maryland,	March 1	March 31	.....	March 31	.....	March 31
Massachusetts ¹ ,	Jan. 15	Jan. 15	.....	March 1	.....	Jan. 15
Michigan,	Jan. 31	March 1	.....	March 1	.....	Jan. 31
Minnesota ² ,	Feb. 1	Feb. 15	.....	Feb. 15	.....	Feb. 15
Mississippi,	March 1	March 1	.....	March 1	.....	March 1
Missouri,	Feb. 1	March 1	.....	Feb. 1	.....	Feb. 1
Montana,	Feb. 15	Feb. 15	.....	Feb. 15	.....	Feb. 15
Nebraska,	Jan. 31	March 1	.....	Jan. 31	.....	Jan. 31
Nevada,	March 1	March 1	.....	March 1	.....	March 1
New Hampshire,	Jan. 31	Jan. 31	Feb. 1	Feb. 1 (f)	.....	Feb. 1
New Jersey,	Jan. 31	Jan. 31	.....	Jan. 31	.....	Jan. 31
New Mexico,	March 1	March 1	.....	March 1	.....	March 1
New York,	Jan. 31	March 1	.....	March 1	.....	March 1
North Carolina,	March 1	March 1	.....	March 1	.....	March 1
North Dakota,	Feb. (3)	Feb. (3)	.....	Feb. (3)	.....	Feb. (3)
Ohio,	Jan. 31	March 1	.....	(h)	.....	Jan. 31
Oklahoma,	Jan. 31	March 1	.....	March 1	.....	(h)
Oregon,	March 1	March 1	.....	March 1	.....	March 1
Pennsylvania,	Jan. 31	Jan. 31	.....	Jan. 31	.....	Jan. 31
Rhode Island,	March 31	March 31	.....	March 31	.....	March 31
South Carolina,	March 1	March 1	.....	March 1	.....	March 1
South Dakota,	Feb. 1	Feb. 1	May 1	March 1	.....	March 1
Tennessee,	March 1	March 1	.....	Feb. 1 (2)	.....	Feb. 1 (5)
Texas,	Feb. 28	Feb. 28	May 1 (b)	March 1	.....	March 1
Utah,	Jan. 31	Feb. 28	.....	Feb. 28	.....	Feb. 28
Vermont,	Feb. 15	March 31	.....	Feb. 28	Aug. 14 (k)	Feb. 28
Virginia,	Feb. 15	March 31	March 31	March 1	.....	March 31
Washington,	Feb. 15	Feb. 15	.....	Feb. 15	Jan. 15	Feb. 15
West Virginia,	Jan. 31	Jan. 31	.....	March 1	.....	Jan. 31
Wisconsin,	Jan. 31	March 1	Jan. 31	March 1	.....	Jan. 31
Wyoming,	March 1	March 1	.....	March 1	.....	March 1

1 Commissioner may, on application, give till February 15. 2 Commissioner may, for good cause, extend the time. 3 First Monday in February. 4 Commissioner may extend time 60 days. 5 Surety companies in Tennessee file statements in January, April, July, and October, showing assets and liabilities.

(a) When time for filing is specially designated for this class of companies. (b) Home office statement only; statement of the United States business must be filed the same as that of United States companies. (c) Besides filing an annual statement with the comptroller-general March 2, semi-annual statements of condition must be filed with the governor not later than March

1 and August 30. Annual statements of the amounts of premiums received in the state for the year ending April 30 must be filed on or before July 1. (d) Semi-annual statements from fire and life companies were abolished by act of the legislature in 1903. (e) For surety companies. (f) Fraternal orders have until March 1. (h) No time for filing by this class of companies designated by law. (i) Domestic life companies have until March 1 to file. (j) Foreign fire companies. (k) Mutual fire companies of Vermont have until August 15.

STATISTICS OF INSURANCE. [See tabular matter under the respective captions of Fire, Life, Industrial, Marine, Plate Glass, Surety, etc., Insurance.]

STEVENS, BENJAMIN F., former president of the New England Mutual Life Insurance Company. [See Death Roll.]

STEVENS, WILLIAM H., president of the Agricultural Insurance Company of Watertown, N. Y., was born at La Fargeville, N. Y., May 3, 1859. He was educated at Syracuse University, from which he was graduated in 1880. He studied law, and has been in the service of the Agricultural Insurance Company continuously since leaving college, holding meanwhile various positions of trust on municipal boards and in church and charitable organizations.

STEWART, ALEXANDER N., general agent of the Phenix Insurance Company of Brooklyn, N. Y., for the Eastern department, headquarters, 68 William street, New York. Began fire insurance business in Reading Pa., in May, 1871 and after fifteen years in local agency work became assistant special agent of the Phenix of Brooklyn in 1886, under Frank Williams, covering Middle department territory, succeeding Mr. Williams in 1889. Mr. Stewart was an active member of the Underwriters Association of the Middle department, chairman of executive committee four years and elected president in 1894. He was called to the home office in 1903, as assistant general agent and made general agent in 1908, succeeding Capt. J. W. Bailey, retired.

STEWART, WILLIAM PETER, for five years actuary of the Metropolitan Life Insurance Company of New York, and for many years instructor of agents of the Mutual Life Insurance Company of New York, was born at Bath, Maine, February 14, 1843. He was educated at a graded school, taking two year courses in one. His earliest vocations were those of artist and inventor. He has been a professional life insurance actuary in general since 1868 and has been all these years distinctly identified with the work of instructing agents, giving them every facility for the highest possible attainment in their profession. One of his pupils was the first insurance superintendent of North Carolina. Some two hundred and fifty life agents bear his certificate of proficiency. Professor Stewart was the first to publish the tontine investment plan, now in wide use by companies, the principle involved being adopted under many different titles. He has traveled for the Mutual Life, meeting its agents in different localities for the purpose of specific drill and advancement. In this character he has been all over this

continent and several times abroad, making one trip around the world, of 35,000 miles. Professor Stewart is an honorary life member of the Physicians' Club of Chicago, also a member of the Metropolitan Museum of Art. He prepared *The Evolution of the Science of Life Insurance* in twelve graphic charts, which were a feature of the Mutual Life's exhibit at the Exposition in Paris. He is also the author of several agents' text-books. His published public addresses cover a wide range of subjects, and have been collected under the titles of "Abstract Identities" and "Concrete Identities."

STILLMAN, BENJAMIN R., secretary of the National Fire Insurance Company of Hartford, was born at Adams, N. Y., March 31, 1852. He graduated from the high school at Oswego, N. Y., in 1868, and entered an insurance office in that city as clerk, receiving his appointment as the result of a competitive examination. In 1872 he became a member of the firm of Shepard & Stillman, but soon after was appointed special agent and adjuster of the Watertown Fire Insurance Company, remaining with it in that capacity until the business of that company was purchased by the Sun Fire Office of London, when he was retained by it in a similar capacity and served also as assistant general agent. In 1884 he was appointed general agent of the Springfield Fire and Marine Insurance Company at the home office, with jurisdiction throughout the eastern, middle, and southern states, and in 1891 he accepted the assistant secretaryship of the National Fire, serving in that capacity until January, 1900, when he was promoted to his present position. Mr. Stillman was president of the New England Insurance Exchange in 1889, was prominently identified with the organization and earlier work of the New England Bureau of United Inspection, and was one of the original trustees of the Boston Insurance Library Association.

ST. JOHN, HOWELL W., actuary of the Aetna Life Insurance Company, was born at Newport, R. I., in April, 1834. He was graduated from Yale College as a civil engineer, and pursued his profession in the south and west until October, 1867, when he was appointed actuary of the Aetna Life. He is one of the charter members of the Actuarial Society, and was elected its president in 1893 and 1894. Mr. St. John is also a corresponding member of the French Institute of Actuaries, a member of the American Statistical Society, and a member of the "Permanent Committee" of the First National Congress of Actuaries held in Brussels (Belgium) in September, 1895.

ST. LOUIS FIRE INSURANCE COMPANY, St. Louis, Mo. Organized, 1905; capital, \$100,000. Edgar M. Davis, president; B. B. Sawyer, secretary.

ST. LOUIS LIFE UNDERWRITERS' ASSOCIATION. [See Life Underwriters' Association of St. Louis.]

ST. LOUIS NATIONAL LIFE INSURANCE COMPANY, St. Louis, Mo. Organized 1907; capital, \$150,000. Edward S. Lewis, president; H. D. Brandt, secretary.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY, St. Paul, Minn. Organized 1865; capital, \$500,000. C. H. Bigelow, president; A. W. Perry, secretary.

ST. PAUL FIRE UNDERWRITERS' INSPECTION BUREAU AND ASSOCIATION, now known as the Insurance Exchange of St. Paul. At the annual meeting, held in January, 1909, the following officers were elected: President, J. H. Weed; vice-president, F. G. Warner; secretary and treasurer, W. H. Hart, 720 Globe building; executive committee: Wm. A. Lang, G. A. Morton, D. D. Smith, P. W. Parker, Henry Martin, C. H. Day, J. Rogers, Jr., J. J. Watson, F. L. Powers, J. S. Whitacre, Frank Regensdorf and John Townsend.

ST. PAUL TITLE AND TRUST COMPANY, St. Paul, Minn. Organized 1886; capital, \$250,000. Frederick G. Ingersoll, president; Charles A. Oberg, secretary.

STOCKDELL, HARRY C., general agent of the southeastern department of the Phenix Insurance Company of Brooklyn, was born May 1, 1854, in Woodford county, Kentucky. As early as 1869 he was clerk in the insurance office of J. W. Cochran & Son, who were then general agents of the Franklin Insurance Company of Philadelphia for the entire south. In 1875 he moved to Atlanta, Ga., and held a position with Low, Putnam & Low, who were then general agents for the New Orleans Mutual Insurance Association, which was composed of several local New Orleans companies which issued joint policies. His first service in the field was as special agent of the Georgia Home, and following in similar service with the Petersburg Savings and Insurance Company of Virginia, the Insurance Company of North America, under Capt. Edward S. Gay, manager, and the Queen Insurance Company of England, until, in 1882, he was appointed special agent of the Phenix of Brooklyn. On January 1, 1885, he was made general agent of the southeastern department of the Phenix, which position he has held since that time. At the annual meeting of the Southeastern Tariff Association in April, 1900, he was unanimously elected president of the association, and he was re-elected in 1901. He served as an alderman in the general council in the city of Atlanta during the years 1884, 1885, and 1886. During that time he was chairman of the Board of Fire Masters. In this position he aided very largely in the establishment of a paid fire department, and it was through his influence that the present efficient chief, Capt. W. R. Joyner, was put in charge. In December, 1892, Mr. Stockdell was again elected to the city council to serve as councilman from the Second Ward, and for the years 1893 and 1894 was chairman of the finance committee of the city government. In 1902 he was elected a member of the board of water commissioners, and served as chairman of the finance committee of the board. He is president of several business

institutions and social clubs, having been the organizer and first president of the Capital City Club. He has devoted very much of his spare time to Masonry, and has the honor of having received every degree in both the York and Scottish rites,—being at this time a thirty-third degree Mason.

STOKES, HENRY B., president of the Manhattan Life Insurance Company since June, 1890, is a son of Henry Stokes, who was president of the company from 1861 to 1886. Mr. Stokes has been connected with the company's clerical department from his boyhood, and the five years preceding his father's retirement in 1886 he had been second vice-president of the company, having in charge its financial interests. He continued in the office until 1890, when he was elected to succeed the late Mr. McLean as president.

STONE, JOHN THEODORE, president of the Maryland Casualty Company of Baltimore, Md., was born in that city November 21, 1859, and educated in its public schools and the Baltimore City College. In 1874 he began business life as a clerk. He was assistant cashier of the American National Bank of Baltimore from 1891 to 1895, and secretary and treasurer of the American Bonding and Trust Company of Baltimore from 1895 to 1898, which company he organized, and as secretary and treasurer actively managed. In 1898 the Maryland Casualty Company was organized by him and on its incorporation in February, 1898, Mr. Stone became its president. Upon his initiation the Board of Casualty and Surety Underwriters of the United States was established. He was its first president, serving two terms, from 1904 to 1906.

STONEWALL INSURANCE COMPANY, Mobile, Ala. Organized, 1866; capital, \$150,000. Jno. E. Michael, president; John Gaillard, secretary.

STUYVESANT INSURANCE COMPANY, New York City. Organized, 1850; capital, \$400,000. A. R. Pierson, president; C. A. Garthwaite, secretary.

SUBURBAN FIRE INSURANCE EXCHANGE. (New York) was organized in December, 1907, and its objects as stated in its constitution are: "to promote harmony among its members, to determine adequate and just rates of premium of Fire, Tornado and Cyclone insurance, to encourage the economical conduct of the business, the prevention and extinction of fires, the prompt and equitable adjustment of losses, the ascertainment of proper and safe methods in the construction and occupation of buildings, and the collection, preservation and dissemination of information valuable to the underwriter and to the property owner, within the territory of its jurisdiction." The territory under the jurisdiction of the Exchange includes Westchester, Rockland, Putnam, Suffolk and Nassau counties, except such portions included in the city of Greater New York which may be under the jurisdiction of the New York Fire Insurance Exchange. All companies, managers and agents having jurisdiction over the entire territory are eligible to membership. The officers are: President, George W. Hoyt, Liverpool and

London and Globe; vice-president and treasurer, Joseph McCord, Hanover Fire; executive committee: F. H. Crum, Nassau Fire; F. H. Douglas, Williamsburg City; C. A. Ludlum, Home; George W. Babb, Northern; F. W. Day, Royal; R. M. Bissell, Hartford; D. H. Dunham, Firemen's; John B. Knox, Phoenix; I. H. Lindsley, Fire Association; John Mott, American Central, H. A. Smith, National Fire. S. A. Reed is secretary and manager of the Exchange.

SUBURBAN UNDERWRITERS' ASSOCIATION of fire insurance agents in places contiguous to Boston, Mass., adopted a permanent organization in May, 1895. The organization was prompted by the attempt made in 1894 by the fire Underwriters' Union to cut down commissions and brokerage in its territory. All agents of stock fire insurance companies doing business in the district covered by the association, and who are not members of the New England Insurance Exchange or the Boston Board of Fire Underwriters, are eligible to membership. The officers were: President, Herman Bird, Cambridge; vice-president, A. L. Whittemore, Dorchester; secretary and treasurer, Arthur S. Pevear, Cambridge; executive committee, Charles Liffler, Roxbury; C. Willis Gould, Chelsea, and C. G. W. Capen of Dorchester. In the spring of 1906 a reorganization in the direction of greater efficiency was determined upon, and meantime the association maintained a merely technical existence, and at the date of its annual meeting in May, 1907, no election of officers took place, the old ones holding over. The re-organized association is known as the Boston Suburban Board of Fire Underwriters, and regular meetings are held on the third Monday of each month and the annual meeting on the third Monday in April. A permanent organization was perfected at a meeting December 18, 1907, when a constitution was adopted and the following officers were elected: Herman Bird, Cambridge, president; Ralph F. Goddard, Woburn, vice-president; T. H. Raymond, Cambridge, secretary and treasurer. Mr. Goddard died last year, and no successor has been appointed. The other officers remain as above.

SUN INSURANCE OFFICE of London was established as the Sun Fire Office April 7, 1710, in London, and is the oldest insurance company in the world, having had an experience of 198 years. In the olden time it kept, like the other fire insurance offices, an engine of the crude hand form, with thirty men, called "watermen," to take it to fires in property insured by the company. The watermen were clothed in blue livery, and were assisted in the saving of goods by twenty abled-bodied porters, the entire force wearing silver badges with the mark of the Sun. This device of the Sun, wrought in lead, was nailed on houses insured by the company, and continues to be the trademark of the company to this day. In the course of many years the Sun Fire Office grew to be a great and prosperous corporation, but its affairs were kept profoundly secret, until the requirements of its American connection impelled the directors to publish its accounts.

The Sun was admitted to New York, August 1, 1882, depositing \$700,000 with the insurance department at Albany, and in a few months it had spread its business into all the important states of the Union. The arrangements were made by Mr. F. B. Relton, then secretary of the company, who had been with it nearly half a century. He had purchased for the company the plant and business of an American company, the Watertown Fire Insurance Company of Watertown, N. Y., and taken its manager, Mr. Uri S. Gilbert, to be manager of the United States branch of the Sun, with headquarters at Watertown. A few years afterward Mr. J. J. Guile was sent over from the home office to assist Mr. Gilbert. The latter died suddenly in 1886, and Mr. Guile was appointed to succeed him. He removed the United States branch to New York. The first report made by the company to the New York insurance department, which was in 1883, of the business of the preceding year, showed United States assets of \$1,095,229 with a premium income of \$390,373.

In 1891, by special act of Parliament, the charter of the Sun Fire Office was amended so as to add to its privileges the power to do all kinds of insurance, and the name it had borne for 180 years was changed to the Sun Insurance Office.

At the annual general meeting of the company in London, in June, 1909, the directors submitted a report of the business of 1908. The fire premiums received were \$7,253,765 with losses of \$3,987,990. Total assets January 1, 1909, were \$16,048,570. The capital of the company is \$12,000,000, of which \$600,000 is paid up.

The chairman of the Sun is Frederick Henry Norman, and the board of directors is composed of leading business men of London.

The United States assets of the Sun at the close of 1908, as well as its income and expenditures, will be found in the table below :

Year.	Premiums Received.	Losses Paid.	Total Income.	Total Expenditures.	Assets.
1882.....	\$390,973	\$164,154	\$390,976	\$312,467	\$1,095,229
1883.....	1,078,610	620,995	1,114,821	1,033,104	1,475,784
1884.....	1,219,960	782,913	1,271,034	1,242,787	1,477,933
1885.....	1,161,758	799,387	1,223,870	1,262,779	1,712,361
1886.....	1,076,640	715,618	1,135,078	1,130,180	1,666,681
1887.....	970,059	718,095	1,040,156	1,037,514	1,811,043
1888.....	1,102,064	647,089	1,161,071	1,012,768	1,926,203
1889.....	1,211,377	795,101	1,284,169	1,212,406	1,956,331
1890.....	1,455,218	765,351	1,520,967	1,243,579	2,222,725
1891.....	1,755,176	1,122,748	1,826,344	1,723,459	2,510,368
1892.....	2,157,562	1,376,272	2,244,353	2,113,456	2,671,250
1893.....	1,981,608	1,589,308	2,083,836	2,278,564	2,449,543
1894.....	2,169,913	1,144,052	1,661,531	1,690,537	2,433,165
1895.....	2,066,403	910,626	1,682,668	1,416,341	2,479,448
1896.....	1,557,707	795,489	1,655,134	1,351,937	2,641,519
1897.....	1,615,850	819,007	1,715,267	1,410,600	2,728,128
1898.....	1,579,258	904,642	1,678,263	1,506,011	2,724,972
1899.....	1,405,683	1,057,497	1,502,335	1,627,350	2,616,935
1900.....	1,480,473	1,057,923	1,571,867	1,655,345	2,595,075
1901.....	1,815,095	1,031,790	1,900,203	1,720,705	2,716,457
1902.....	1,996,430	991,990	2,092,741	1,716,730	2,902,199
1903.....	2,022,549	1,007,983	2,128,445	2,033,156	2,911,882
1904.....	2,329,817	1,706,763	2,984,065	2,759,262	3,195,440
1905.....	2,396,977	1,132,126	2,528,498	2,546,746	3,139,168
1906.....	2,744,218	2,716,546	4,994,560	4,541,281	3,556,754
1907.....	2,819,291	1,308,504	994,819	2,594,301	3,790,767
1908.....	2,802,895	1,558,476	2,972,829	2,965,789	4,011,445

The resident manager of the Sun's United States branch is J. J. Guile, A. M. Thorburn being secretary, and W. F. Bingham, assistant secretary. H. N. Kelsey is the manager for the western department, with headquarters at Chicago, while C. A. Henry & Co. are general agents for the Pacific coast.

SUN INSURANCE COMPANY, THE, of New Orleans, La., was incorporated in November, 1855, under the name of Sun Mutual Insurance Company, and began business in January, 1856, and has done and is now doing a general fire, river, and marine business, and is operating in the southern states. The capital stock of the company is \$500,000, all paid up. Assets of the company December 31, 1908, \$1,165,359.89; net surplus to policy-holders, \$658,498.57; net surplus over and above liabilities, \$158,498.57. The name of the company was changed from Sun Mutual Insurance Company to Sun Insurance Company on November 19, 1898. The officers of the company are Charles Janvier, president; Fergus G. Lee, vice-president; Wm. P. Maus, secretary.

SUN MUTUAL INSURANCE COMPANY, Cincinnati, O. Organized 1862. Samuel Nieman, president; R. B. Eckelmann, secretary.

SUPERINTENDENTS AND COMMISSIONERS OF INSURANCE. [See Insurance Departments, and also National Insurance Commissioners' Convention.]

SUPERVISION OF INSURANCE, STATE AND NATIONAL. [See Insurance Departments.]

SURETY AND FIDELITY INSURANCE. This kind of insurance, the guaranteeing of the fidelity of employes of corporations and public officials holding places of trust, and the giving of bonds for executors and administrators of estates, was barely transacted fifteen years ago, but has had a rapid growth within a few years. Its use has become general throughout the United States, and new companies to do this class of business are constantly forming. The New York State insurance department makes a distinction between surety and fidelity insurance, and requires companies to make separate reports of the business done in each kind. Defining it generally, surety insurance is going on the bond with administrators and executors of estates, and fidelity insurance giving bond guaranteeing the honesty of employes and public officials, and becoming pecuniarily responsible therefor.

The following tabular statement shows the premiums and losses in 1908 of the principal surety and fidelity companies:

COMPANIES.	FIDELITY INSURANCE.		SURETY INSURANCE.	
	Net Premiums Received.	Net Losses Paid.	Net Premiums Received.	Net Losses Paid.
Aetna Indemnity,.....	\$77,085	\$26,127	\$210,444	\$100,181
American Bonding,.....	199,499	27,996	483,779	141,993
American Fidelity,.....	21,433	9,137	19,580	38,169
American Surety,.....	957,810	288,015	1,143,241	189,789
Empire State,.....	69,198	15,130	262,053	63,471
Employers Liability,.....	89,662	36,970	.....	.....
Fidelity and Casualty,.....	345,430	166,564	.....	.....
Fidelity and Deposit,.....	1,339,660	410,597	339,544	128,885
Guarantee Co. of No. America, ..	161,957	78,652	.....	.....
Illinois Surety,.....	68,901	8,250	191,805	35,075
Massachusetts Bonding,.....	74,543	93	117,552	.....
National Surety,.....	809,026	234,308	728,165	183,566
Peoples Surety,.....	20,884	2,739	66,804	18,205
Title Guaranty and Surety,....	.....	.....	629,565	200,695
United Surety,.....	48,418	8,124	374,796	82,476
United States Guarantee,.....	163,619	42,831	.....	.....
Totals,.....	\$4,447,034	\$1,355,533	\$4,558,328	\$1,182,415

The United States Fidelity and Guaranty of Baltimore in 1908 received net fidelity and surety premiums of \$2,427,763 and paid net losses of \$895,690.

Bankers Surety of Cleveland, Ohio, in 1908 received net fidelity and surety premiums of \$365,366, and paid net losses of \$133,812.

Citizens Trust & Guarantee of Parkersburg, Va., received net fidelity and surety premiums of \$65,349, and paid net losses of \$22,678.

Federal Union Surety of Indianapolis, received net fidelity and surety premiums of \$268,478, and paid net losses of \$100,490.

Pacific Surety of San Francisco, Cal., in 1908 received net fidelity and surety premiums of \$71,062, and paid out losses of \$26,026.

SVEA FIRE and LIFE INSURANCE COMPANY, Limited, of Gothenburg, Sweden. M. L. Duncan, New York, United States manager. Edward Brown & Sons, San Francisco, Pacific coast managers.

SWITZERLAND GENERAL INSURANCE COMPANY of Zurich (marine business). Jacob Bertschmaan, New York, attorney.

SYRACUSE LIFE UNDERWRITERS' ASSOCIATION was organized at a meeting held in November, 1904, and the following officers were elected: President, Pancoast Kidder, Mutual Life; first vice-president, Charles F. Whitney, Provident Savings Life; second vice-president, C. H. Tennant, Prudential; secretary and treasurer, Arthur C. Boshart, Mutual Life. The present officers elected at the annual meeting in November, 1908, are: President, Charles T. Brockway, vice-president, George N. Cooper; second vice-president, Elmer E. Rust; secretary and treasurer, Elmer E. Clark; executive committee: C. L. Behm, J. R. Williams, K. A. Luther, George C. Sawyer, Peter L. Ryan and W. S. Parks.

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TALBOT, WALTER LE MAR, second vice-president of the Fidelity Mutual Life Insurance Company, was born in Philadelphia, Pa., August 23, 1870. He received a public school education and began his insurance career when eleven years of age as office boy with the Fidelity Mutual, passing through various stages of promotion to his present position. He is a member of the vestry and rector's warden of the Protestant Episcopal Church of the Annunciation of Philadelphia. Member of Art Club of Philadelphia; president and director Philadelphia Casualty Company, and a director Juvenile Association of Philadelphia.

TAPPING, EDGAR JAMES, fire underwriter and a former president of the National Association of Local Fire Insurance Agents, is a native of New Jersey, and was born at New Brunswick, April 7, 1863. He received a public school education, and began his business career in a wholesale leather house in New York city. He is at present engaged in the fire insurance business as senior member of the local agency firm of Tapping & Riedenburg, Milwaukee, Wis. He has been an active member of the National Association of Local Agents and was elected president of the association at the annual meeting in 1905.

TATLOCK, JOHN, former president of the Washington Life Insurance Company of New York, was born at Williamstown, Mass., March 12, 1860, and is the son of Rev. Dr. John Tatlock, a distinguished minister of the Presbyterian church. He was prepared for college at Park Institute, Rye, N. Y. Like his father, and his great-uncle, Professor Tatlock of Williams College, Mr. Tatlock was a graduate of that seat of learning, his class being that of 1882. After his graduation he accepted the position of astronomer of the Washburn Observatory at Madison, Wis., resigning therefrom to become professor of astronomy at Beloit College. In January, 1889, he was appointed actuary of the Prudential Insurance Company of Newark, and in March, 1889, was appointed assistant actuary of the Mutual Life. Mr. Tatlock has been a frequent contributor to the scientific and literary periodicals of the time. His services to science have been recognized abroad as well as in his own country. He is a Fellow of the Royal Astronomical Society of London and of the New York Academy of Sciences, and a member of the Actuarial Society of America, the New York Mathematical Society, and other scientific associations. In 1887

his alma mater conferred upon him the degree of M.A. He was elected secretary of the Actuarial Society of America in May, 1899. In the fall of 1899 he was appointed associate actuary of the Mutual Life Insurance Company of New York. He was general secretary of the fourth International Congress of Actuaries, which met in New York in September, 1903. Mr. Tatlock was elected an associate of the Institute of Actuaries of England in March, 1904. He was elected president of the Washington Life Insurance Company on December 30, 1904, and retained the position until the sale and re-insurance of the company in 1908.

TAXATION OF PREMIUM RECEIPTS by States and Territories (not including taxes on assessment companies and fraternal orders). The following table has been prepared from the statements made by the insurance departments in response to inquiries in behalf of the *Cyclopedia of Insurance*, to May 1, 1909 (changes were possible after that date):

- Alabama*—Fire companies \$1.50 upon each \$100 of gross premiums received in the State, every other company \$2.00 on each \$100 of gross premiums.
 Alaska—none.
 Arizona—2 per cent. on gross premiums.
 Arkansas†—2½ per cent. on net premiums.
 California*—2 per cent. on premiums, less losses paid and return premiums; life insurance companies one per cent. gross premiums received in State.
 Colorado—2 per cent. on gross premiums; also corporation tax of 2 cents on each \$1,000 of capital.
 Connecticut*—2 per cent. on gross premiums by companies of foreign countries; United States companies reciprocal provisions.
 Delaware*—Life, 2 per cent., all other companies 1½ per cent. on gross premiums less return premiums.
 District of Columbia—1½ per cent. on gross premiums, less reinsurance and return premiums, of all companies except mutual fire companies.
 Florida‡—2 per cent. on gross premiums, except local companies.
 Georgia*—1 per cent. on gross premiums, except that premiums on canceled fire and marine policies are deducted.
 Hawaii—2 per cent. on net profits above actual expenses and amounts paid to policy-holders.
 Idaho—2 per cent. on premiums less losses and return premiums.
 Illinois*—Tax on net receipts same as other personal property, but cities may lay not exceeding 2 per cent. on gross receipts for fire departments. Illinois companies are exempt from taxes on premium receipts.
 Indiana*—3 per cent. less losses and return premiums.
 Iowa*—Life, Casualty and miscellaneous companies 2½ per cent. on gross premiums. Fire companies 2½ per cent. on gross premiums less return premiums on canceled policies.
 Kansas*—4 per cent. on gross premiums by foreign fire companies, and 2 per cent. on gross premiums of companies of other states; also other state and foreign fire companies pay 2 per cent. on gross premiums in cities having fire apparatus worth \$1,000.
 Kentucky*—2 per cent. on gross premiums, fire and miscellaneous companies deduct return and reinsurance premiums; fire companies also one-third of one per cent. on gross premiums for the fire marshal's office; fraternal assessment companies 1 per cent. gross premiums.

*Reciprocal or retaliatory law in force.

†Under an act of 1907 a franchise tax is imposed on amount of authorized capital, as follows: capital of not over \$25,000, \$10; over \$25,000 to \$100,000, \$25; \$100,000 to \$500,000, \$50; over \$500,000, \$100.

‡Fire, life and casualty companies pay, in addition, a license tax of \$200; plate glass companies \$50.

- Louisiana*—No per cent. tax. Companies are charged specific amounts for licenses, graded according to amount of gross premiums received on Louisiana business. Fire companies deduct return and reinsurance premiums; municipalities may collect the same license as the State.
- Maine*—Life companies 2 per cent. less dividends paid to policyholders in the state on account of premiums, and one-half of one per cent. on surplus less value of real estate held in the state; all other companies $1\frac{1}{2}$ per cent., policies issued on farm property exempt.
- Maryland*— $1\frac{1}{2}$ per cent. on gross premiums received in State less return premiums and reinsurance in authorized companies.
- Massachusetts*—2 per cent. on gross premiums of other State and foreign companies other than life, with deductions for reinsurances and return premiums, one-quarter of one per cent. on the net value of all policies held by Massachusetts policy-holders in life companies.
- Michigan*—3 per cent. on gross premiums of fire companies less return premiums and re-insurance when the tax has been paid on the original premium; 2 per cent. on gross premiums, of all other companies.
- Minnesota*—2 per cent. on gross premiums, less return premiums; 2 per cent. additional on gross premiums of fire companies received in cities maintaining fire patrols for the expenses of the fire patrol, and one-fourth per cent. on net premiums for the fire marshal's office. Assessment life and accident companies exempt.
- Mississippi*—2 per cent. on gross premiums less return premiums by all but life companies, which pay 2 per cent. on the gross amount of their first year's premiums, and one-tenth of one per cent. on renewals thereafter issued; fire companies one-fifth of one per cent. for fire marshal tax.
- Missouri*—2 per cent. on gross premiums less return premiums and reinsurance in authorized companies; stipulated premium companies 1 per cent.; 5 per cent. on excess lines by agents, and 2 per cent. on premiums placed with unauthorized companies.
- Montana*—Same as personal property tax on excess of premiums over losses and ordinary expenses incurred within the State.
- Nebraska*—2 per cent. on gross premiums, all companies except fire and assessment and fraternal associations; fire companies taxed locally; gross premiums assessed as personal property.
- Nevada—None.
- New Hampshire†—2 per cent. on gross premiums of fire and fidelity and casualty companies, less reinsurances and return premiums.
- New Jersey*—2 per cent. on gross premiums, less return and re-insurance premiums, by all except life companies; life companies no taxes.
- New Mexico*—2 per cent. on gross premiums, all companies.
- New York*—Reciprocal and 2 per cent. on gross premiums received by non-State fire companies within the limits of cities maintaining fire departments. Life and casualty companies of other States, 1 per cent. on gross premiums; marine companies, 2 per cent. on gross premiums.
- North Carolina— $2\frac{1}{2}$ per cent. on gross premiums, less return premiums; fire companies also one-fifth of one per cent. semi-annually on gross receipts, for investigation of fires.
- North Dakota*— $2\frac{1}{2}$ per cent. on gross premiums, less return premiums.
- Ohio*— $2\frac{1}{2}$ per cent. on gross premiums of all companies, less return premiums paid and reinsurance premiums received. Fire companies pay in addition one-half of 1 per cent. on gross premiums for maintaining the department of state fire marshal.
- Oklahoma*—2 per cent. on gross premiums, cancellations deducted.
- Oregon*—2 per cent. less returned premiums and losses paid in the State—all companies.
- Pennsylvania*—2 per cent. on gross premiums, less reinsurances in authorized companies and return premiums.
- Rhode Island*—2 per cent. on gross premiums.
- South Carolina— $1\frac{1}{2}$ per cent. on gross premiums, fire companies one-tenth of 1 per cent. additional on gross premiums for fire inspection.

*Reciprocal or retaliatory law in force.

†Life companies are taxed 2 per cent. on gross premiums received on business in the state, less death losses paid, except that the tax shall not be less than an amount equal to $1\frac{1}{2}$ per cent. of the gross premiums received in the state.

678 TENNESSEE ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS.

- South Dakota*— $2\frac{1}{2}$ per cent. on gross premiums of fire and life companies, one-half of 1 per cent. for fire marshal. Assessment companies 2 per cent.
- Tennessee*— $2\frac{1}{2}$ per cent. on gross premiums, less return premiums.
- Texas*—2 per cent. on gross premiums of fire, marine, casualty and guarantee companies; life, 3 per cent. gross premiums; except if 75 per cent. of reserve on policies written upon lives of citizens of the State is invested in Texas securities, 1 per cent. on gross premiums.
- Utah— $1\frac{1}{2}$ per cent. on gross premiums.
- Vermont*—2 per cent. on gross premiums, less reinsurances, cash dividends paid to policy-holders, and return premiums.
- Virginia—Life, health, and sick benefit insurance companies 1 per cent. on gross premiums. All other companies $1\frac{1}{4}$ per cent. on gross premiums.
- Washington—2 per cent. on net premiums of life companies; $2\frac{1}{4}$ per cent. on all other companies, less return and reinsurance premiums and losses paid.
- West Virginia*—2 per cent. on gross premiums, less return premiums.
- Wisconsin*—Fire and marine companies 2 per cent. on gross premiums, less return premiums and cancellations, also $\frac{1}{2}$ of 1 per cent. on gross premiums for expenses of fire marshal office, domestic life companies 3 per cent. on gross income from all sources, excepting income from rents of real estate on which the company has paid assessed taxes, and also premiums collected outside the state on policies held by non-residents; foreign companies, license fee of \$300; casualty and surety companies 2 per cent. on gross premiums.
- Wyoming*— $2\frac{1}{2}$ per cent. on gross premiums.

TAYLOR, GEORGE W., Boston fire underwriter, was born in Nottingham, England, December 13, 1852, and came to this country in his youth. His first connection with insurance was as a local agent at Lexington, Mass., in 1875-76. In the latter year he accepted the appointment of New England special agent for the North British and Mercantile, serving until 1888. The following two years he was general agent for the London and Lancashire, and from 1890 to 1892 assistant United States manager of that company. In 1893 he organized and put in the field the Commonwealth Mutual of Boston. Mr. Taylor was president of the New England Insurance Exchange in 1886. He also was general agent in the New England states of the North German Fire Insurance Company of New York, and is engaged in general fire insurance business as agent and broker at 141 Milk Street, Boston.

TAYLOR, JOHN M., president of the Connecticut Mutual Life Insurance Company, was born at Cortland, N. Y., February 18, 1845. He entered the sophomore class at Williams College in 1864, graduating with the class of 1867. He was admitted to the bar in 1870 at Pittsfield, Mass., and practiced law there until 1872, meanwhile filling the office of clerk in the district court, town clerk, and various other public positions. In August, 1872, he was appointed assistant secretary of the Connecticut Mutual, and was elected secretary in 1878, and vice-president in 1884. Mr. Taylor is the author of a very entertaining and valuable memoir of Maximilian and Carlotta of Mexico, and of a history of colonial days in Massachusetts and Connecticut entitled "Roger Ludlow, the Colonial Law Maker." He was elected president to succeed President Jacob L. Greene in 1905.

TENNESSEE ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized at Nashville, in October, 1899, with

the following officers: Thomas Hart, president; James E. Beasley, N. A. Crocket, Edward Maynard, vice-presidents; Sol Moyses, Chattanooga, secretary and treasurer. The present officers elected in January, 1909, are: President, W. E. Metzger, Nashville; vice-president, R. H. Fitzgerald; second vice-president, Sol Moyses; third vice-president, D. A. Fisher; secretary and treasurer, A. H. Campbell, Nashville.

TENNESSEE, SUPERVISION OF INSURANCE IN, 1876-1909. The bureau of insurance in Tennessee was created in 1876, the State treasurer, who is appointed for a term of two years, being made insurance commissioner *ex officio*. The officials who have exercised the duties of the office are:

William Morrow, . . .	1876—1877	Atha Thomas, . . .	1887—1888
M. T. Polk, . . .	1878—1882	Manse F. House, . . .	1889—1893
Atha Thomas, . . .	1883—1884	Ed. B. Craig, . . .	1893—1901
J. W. Thomas, . . .	1885—1886	Reau E. Folk, . . .	1901—

Reau E. Folk is the present state treasurer, elected in 1901, and Leigh Thompson is the deputy in charge of the insurance bureau.

TEUTONIA FIRE AND MARINE INSURANCE COMPANY, Dayton, Ohio. Organized 1865; capital, \$100,000. E. Pape, president; J. Linxweiler, Jr., secretary.

TEUTONIA FIRE INSURANCE COMPANY, Allegheny, Pa. Organized 1871; capital, \$200,000. H. Gerwig, president; C. W. Gerwig, secretary.

TEUTONIA INSURANCE COMPANY, New Orleans, La. Organized 1871; capital, \$250,000. A. P. Noll, president; Frank Langbehn, secretary.

TEXAS FIRE PREVENTION ASSOCIATION was organized in 1901, and at the first annual meeting, held in July, 1901, J. B. Hereford was elected president. The present officers elected at the annual meeting held at San Antonio in June, 1909, are: President, J. W. Cochran, Dallas; vice-president, J. S. Hereford; secretary, C. B. Roulet; executive committee: J. B. Hereford, P. P. Tucker, Beers, Kenison & Co.; Cravens & Cage; T. L. Monagan & Co.; Gross R. Scruggs & Co., and J. V. Spears.

TEXAS LIFE UNDERWRITERS ASSOCIATION, was organized in 1906. The present officers elected at the annual meeting in May, 1909, are: President, W. H. Patterson, Hartford Life; vice-president, T. W. Yardell, Southwestern Life; secretary, Porter Farrell, American Central Life.

TEXAS LOCAL FIRE UNDERWRITERS' ASSOCIATION was organized at Waco, June 15, 1891, S. P. Cross of Cameron being elected president; B. F. Weems of Houston, first vice-president; C. M. Guinard of Galveston, second vice-president; W. V.

Fort of Waco, third vice-president, and J. D. Kerfoot of Dallas, fourth vice-president; P. L. Downs of Temple, secretary, and J. L. Lee of Belton, treasurer. The association was re-organized in 1898, and at the annual meeting in Austin in May, 1909, A. H. Millican, Austin was re-elected president, and W. H. Stacy, Austin, secretary.

TEXAS NATIONAL INSURANCE COMPANY, Fort Worth, Texas. Organized, 1906; capital, \$100,000. E. E. Bewley, president; G. Walker, secretary.

TEXAS, SUPERVISION OF INSURANCE IN, 1876-1909. The insurance department of Texas was organized in 1876, becoming operative September 1 of that year. The title of the official was up to 1907 commissioner of agriculture, insurance, statistics, and history, his term of office being for two years. The commissioners have been as follows:

V. O. King,	Sept. 1, 1876—Jan. 26, 1881
A. W. Spaight,	Jan. 25, 1881—Jan. 31, 1883
H. P. Brewster,	Jan. 31, 1883—Dec. 26, 1884
H. P. Bee,	Dec. 30, 1884—Jan. 21, 1887
L. L. Foster,	Jan. 21, 1887—May 5, 1891
J. E. Hollingsworth,	May 15, 1891—Jan. 10, 1895
A. J. Rose,	Jan. 10, 1895—Aug. 1, 1897
Jefferson Johnson,	Aug. 1, 1897—Aug. 1, 1901
W. J. Clay,	Aug. 1, 1901—Aug. 1, 1906

R. T. Milner succeeded Mr. Clay, but resigned in 1907; the resignation to take effect September 1, 1907, and Thomas B. Love was appointed his successor. The legislature of 1907 separated the insurance department from the other departments and Mr. Love was appointed the first commissioner.

THAMES AND MERSEY MARINE INSURANCE COMPANY, LTD., of Liverpool, England. H. K. Fowler, New York, resident manager.

THOMSON, CLIFFORD, insurance journalist, was born at Fulton, Oswego county, N. Y., April 15, 1834. After leaving school his experiences for a score of years were—like those of most Americans who have their own way to make in the world—varied and interesting. He learned the printer's trade, was a miner in California, lived among the Indians in northwestern Minnesota, worked on the New York *Tribune*, doing reporter's work up to 1861, when he enlisted from the *Tribune* editorial rooms for the war and longer, serving five years in the cavalry, and rising from private to the rank of major of the Fifth U. S. Vol. Cavalry. He received the Congressional medal of honor for "distinguished services" at Chancellorsville, and was twice brevetted for "gallantry," and is a member of the Military Order of the Loyal Legion, the Medal of Honor Legion, and the Society of the Army of the Potomac. In 1866 he was on the editorial staff of the New York *Times*, and then on that of the *Evening Mail*. He was four years

in the internal revenue service with General Pleasonton, when United States commissioner of internal revenue, and finally, in 1877, he was called to the *Spectator*, of which he became editor and part proprietor, and so, after thirty-two years in the harness, remains.

THOMSON, JOHN L., vice-president of the Pennsylvania Fire Insurance Company of Philadelphia, was born in that city October 19, 1839. He was educated in the public schools and began his business life in 1855 in a wholesale grocery and sugar refining establishment. In 1864 he entered the office of the Pennsylvania Fire as a clerk, was promoted to assistant secretary in 1877, to secretary in 1881, and to vice-president September 1, 1890. Mr. Thomson was secretary of the National Board of Fire Underwriters from 1884 to 1888, inclusive, and is president of the Fire Insurance Patrol of the city of Philadelphia.

THORBURN, ALFRED M., secretary of the United States branch of the Sun Insurance Office of London, was born in 1859, at Newark, New Jersey. In 1875 he entered the employ of the German-American Insurance Company of New York, and in 1886 was appointed assistant secretary of that company. In August, 1893, he resigned to accept his present position. He is also secretary and treasurer of the New York Board of Fire Underwriters, secretary and treasurer of the New York Fire Insurance Exchange, and president of the Insurance Society of New York.

TITLE GUARANTY & SURETY COMPANY, THE, Scranton, Pa. (surety department). Organized 1901; capital, \$1,000,000; paid in, \$800,000. L. A. Watres, president; J. H. Law, secretary.

TITLE INSURANCE COMPANY OF NEW YORK, THE, New York. Organized 1901; capital, \$2,000,000. Edgar J. Levey, president; C. H. Burdett, secretary.

TITLE INSURANCE. Companies have been organized within the past ten years in the larger cities of the United States to guarantee the titles of property to purchasers or owners thereof. In the state of New York there are several of these companies: The Title Insurance Company of New York, organized 1901, cash capital, \$2,000,000; Lawyers' Title Insurance and Trust Company of the City of New York, capital, \$4,000,000; Title and Guarantee Company of Rochester, cash capital, \$150,000; Buffalo Abstract and Title Company, capital, \$260,000; United States Title Guaranty and Indemnity, New York, cash capital, \$1,250,000; Westchester and Bronx Title and Mortgage Guaranty, White Plains, capital, \$500,000; Lawyers' Westchester Mortgage and Title, organized 1906; capital, \$249,600; Home Title Insurance Company, organized 1906; capital, \$204,200. Bronx Title and Mortgage Guarantee, organized 1906, capital \$112,210; In other states are the following companies, all incorporated since 1885: Massachusetts Title Insurance Company

of Boston; Conveyancers' Title Insurance Company of Boston; California Title Insurance and Trust Company of San Francisco; Minnesota Title and Trust Company of Minneapolis; St. Paul Title Insurance and Trust Company of St. Paul, Minn.; Real Estate Title Company of Trenton, N. J.; West Jersey Title and Guarantee Company of Camden, N. J.; Kentucky Title Company of Louisville; Louisville Title, Louisville, Ky.; Title Guarantee and Surety Company of Scranton, Pa.; Central Title Insurance Company, San Francisco; Pacific Title Insurance Company, San Francisco; Title Guarantee and Trust and Title Insurance and Trust of Los Angeles; Citizens Title Insurance and Mortgage, Passiac; North Jersey Title Guarantee, Hackensack; N. J.; New Jersey Title and Abstract, Newark; Passaic County Title Guarantee, Paterson.

TOLEDO FIRE AND MARINE INSURANCE COMPANY, Sandusky, O. Organized 1848; capital, \$100,000. J. J. McKelvey, president; James E. Melville, secretary; John McKelvey, vice-president and manager.

TOLEDO ASSOCIATION OF LIFE UNDERWRITERS. This association was organized May 10, 1902, with the following officers: G. W. Farley, president; A. K. Wylie, first vice-president; Charles Skene, second vice-president; Thomas J. Stewart, secretary. The present officers, elected at the annual meeting in February, 1909, are: President, J. W. Crook, Provident Life & Trust; vice-president, Charles E. Holt, Mutual Life; secretary-treasurer, Joseph S. Atkins, Michigan Mutual.

TORREY, MORRIS W., secretary and actuary of the Manhattan Life Insurance Company of New York, was born in that city November 20, 1870, of Revolutionary stock on both sides of his family. In 1887, at the age of seventeen years, he entered the office of David Parks Fackler, the Actuary, and in 1891 became his managing clerk. He resigned in 1893 to enter the actuarial department of the Union Central Life Insurance Company of Ohio, of which company he became assistant actuary in 1895. In 1898 he resigned to become actuary of the Manhattan Life, and in 1905 was elected secretary as well as actuary.

TRADERS AND MECHANICS MUTUAL FIRE INSURANCE COMPANY, Lowell, Mass. Organized 1848. C. C. Hutchinson, president; E. H. Tucke, secretary.

TRADERS AND TRAVELERS ACCIDENT COMPANY, New York city. Organized 1887. E. A. Brown, president; Geo. E. Keeler, secretary.

TRAVELERS INDEMNITY COMPANY, THE, of Hartford, was organized in 1905, and all its capital stock is owned by The Travelers Insurance Company. Capital \$500,000; total admitted assets, \$730,571. Excess security to policy-holders, \$571,772. The officers are: Sylvester C. Dunham, president; John B. Lunger,

vice-president; John L. Way, secretary; Louis F. Butler, assistant secretary; Lynton T. Block, superintendent; George Gilmour, chief engineer; Henry Souther, consulting engineer; H. A. Giddings, superintendent of agencies.

TRAVELERS INSURANCE COMPANY, THE, of Hartford, Conn., was chartered in 1863, as an accident insurance company, with a capital stock of \$250,000. In 1866 it secured an amendment to its charter authorizing it to procure and issue policies of life insurance. In 1889 it commenced issuing employers' and general liability contracts, and, in March, 1899, the issuance of special health and health policies, providing indemnity for loss of time occasioned by sickness. Its capital stock at the present time (1908) is \$2,000,000; assets, \$63,816,666; excess security to policy-holders, \$8,377,133. The official staff is as follows: Sylvester C. Dunham, president; John B. Lunger, vice-president; John L. Way, second vice-president; Louis F. Butler, secretary; John E. Morris, associate secretary; Edward V. Preston, general manager of agencies; Hiram J. Messenger, actuary; William Bro Smith, counsel; Levi L. Felt, comptroller; J. Stanley Scott, secretary, life department; Bertrand A. Page, secretary, accident department; Walter G. Cowles, secretary, liability department; James L. Howard, assistant secretary life department; John B. Lewis, M.D., Wyeth E. Ray, M.D. and Arthur B. Wright, M.D., medical directors; Charles C. Beach, M.D. and Frank L. Grosvenor, M.D., associate medical directors; Chester G. Munyan and George B. Newton, managers mortgage loan division; Howard A. Giddings and Samuel R. McBurney, superintendents of agencies; Theron U. Lyman, manager of liability claim division; J. W. H. Pye, Auditor; George S. Penfield, superintendent of ticket and railway insurance; George Gilmour, superintendent of inspections; Robert C. Dickinson, attorney; Edward B. Morris and Benedict D. Flynn, assistant actuaries; Julian S. Eaton, chief adjuster life and accident departments; George W. Ellis, superintendent of publications; Edwin P. Piper, superintendent liability department; Ernest H. Cady, superintendent pay roll audit; Frank W. Theis, purchasing agent.

TREZEVANT, JOHN TIMOTHEE, Southwestern department manager for the Fire Association of Philadelphia, Scottish Union and National, Lion, Philadelphia Underwriters, Orient, and other prominent fire insurance companies, is the descendant of a refugee French Huguenot family which settled in South Carolina in 1865. He was born at Memphis, Tenn., October 18, 1842. The civil war began when he was at school. He enlisted in the Confederate army and served throughout the four years of the conflict, participating in many of the great battles, and being twice badly wounded. At first a civil engineer, after the return of peace he found in 1868 his best vocation in insurance. For ten years he was located at Little Rock, Ark., as a local agent and secretary of a local fire insurance company. He has been for 30 years a member of the firm of Trezevant & Cochran, and Southwestern department

manager at that point for Northern and foreign companies 30 years. Colonel Trezevant is largely interested in the social and business affairs of the city of Dallas, and is director of City National Bank and Trust Company of Dallas; Fidelity Real Estate and Trust Company; president of the T. and C. Insurance Company, and of Dallas Golf and Country Club. He has been prominent in the councils of all the Texas fire underwriting organizations, both as committeeman and officer, and was the first president of the Association of Underwriters for Texas, which was organized in 1882.

TRIMINGHAM, R. N., secretary of the Chicago Board of Underwriters, is a native of St. Johns, Newfoundland, and became a resident of Chicago in 1856. He was employed in the agency office of A. C. Ducat ten years, and was with Fred. S. James nearly as long. When the Underwriters' Exchange was organized in 1880 Mr. Trimmingham was appointed secretary, and he succeeded to the secretaryship of the late Fire Underwriters' Association when that body absorbed the Exchange in 1885. Upon the reorganization of that body in 1894, as the Underwriters' Association, Mr. Trimmingham was continued as secretary. In January, 1906, the Chicago Board of Underwriters succeeded the Chicago Underwriters' Association. Mr. Trimmingham continues as secretary of the Chicago Board.

TRUSTS, LAWS AGAINST. [See Anti-Compact Laws.]

TRYON, GEORGE H., assistant secretary of the National Fire Insurance Company of Hartford, was born at Buffalo, N. Y., March 6, 1866. He received a public and high school education, and began his business career in fire insurance. He was engaged successively in local agency and field work, and was New York State agent of the National when called to the home office and appointed an assistant secretary in May, 1904.

TUPPER, SAMUEL Y., Southern department manager of the Queen Insurance Company of America, was born at Charleston, S. C., May 18, 1856, and is the son of the late Samuel Y. Tupper, an eminent citizen and for more than a quarter of a century a prominent underwriter of Charleston. The younger Tupper was graduated from the University of Nashville in 1875, and immediately began the study of fire underwriting in his father's office, where the advantages for a sound and extended education were unusual. In 1877 he was admitted to partnership in the business. In 1884 Mr. Tupper became special agent in the Southeastern department for the Phenix of Brooklyn, of which his father had long been agent and a director. The reputation gained in this service led to his election as secretary of the South Eastern Tariff Association in 1891. After three years in this important and exacting field of labor, he declined a re-election by the association in June, 1894, to accept the management of the Southern department of the Queen, with headquarters at Atlanta. He continued, however, on the

executive committee of the South Eastern Tariff Association, of which he was made chairman, and at the annual meeting of the association in 1896 he was unanimously elected president, serving until May, 1898.

TURNBULL, JAMES ARCHIBALD, former secretary of the Connecticut General Life Insurance Company of Hartford, was born in Brooklyn, N. Y., July 31, 1869, and received his education in private schools and Yale University, graduating from the latter in the class of 1892. He entered the office of the Phoenix Mutual Life Insurance Company immediately after graduation. In 1899, he became connected with the Connecticut General, was appointed actuary in 1900 and elected secretary in May, 1901. He resigned in May, 1905. He is at present agency manager for the company for central New York.

TURNBULL, THOMAS, secretary of the Hartford Fire Insurance Company of Connecticut, is a native of Scotland. In early life he was engaged in the foreign dry goods and commission trade in the city of Philadelphia. Afterward he was in the wholesale tea trade in Philadelphia and New York as a member of the firm of Merritt & Turnbull. In 1869 he began his insurance career with the Niagara Fire Insurance Company of New York, as special agent in New York and the New England States. In 1876, Mr. Turnbull entered the service of the Hartford Fire as general agent for New York State. In June, 1886, he was invited to the company's office in Hartford to take the office of assistant secretary, and on January 16, 1908, he was elected secretary of the company.

TURNER, PAUL, formerly special agent of the German-American of New York for the Middle Department, was born in November, 1857, and entered the insurance business in the old agency office of Gegan Bros. & Allmand in Baltimore, about 1872. Later he was a special agent under Joseph Selby, then Southeastern manager of the Western of Toronto. Leaving the field in 1881 he engaged in the local agency business in Baltimore, in which he continued until 1890, when he went again into the field as special agent of the Royal Insurance Company, which position he resigned in October, 1896, to become special agent of the German-American. Mr. Turner was elected president of the Underwriters' Association of the Middle Department in 1904, and was chairman of the General Loss Committee which handled the losses of the Baltimore conflagration. Resigned as special agent of the German-American March 15, 1907, to become president of American Agency Company, which is a corporate fire agent for insurance companies.

TYSON, GEORGE H., Pacific Department manager for the German-American, Phoenix of Hartford, German Alliance, and Protector Underwriters' Insurance Companies, was born in 1863 in Denmark. His parents were pioneers in California in 1849, and Mr. Tyson was born while they were on a visit to the old country.

He has lived in California since childhood. He began his business life as an office boy with the Fireman's Fund in 1879, and filled the positions of clerk, counterman, special agent, adjuster, and assistant secretary, successively, in that company. In May, 1891, Mr. Tyson was appointed Pacific Coast Department manager for the German-American, and in 1897 the German Alliance Insurance Company was also placed in his hands. In 1901 he was appointed Pacific Coast manager for the Phoenix of Hartford and Protector Underwriters. He is a member of the San Francisco Chamber of Commerce and the Merchants' Club, and the Bohemian Club, Clairmont Country Club, and of the Fire Underwriters' Association of the Pacific, and was secretary of this association in 1891. Mr. Tyson is a prominent member of the Masonic order, a stockholder in numerous local enterprises, and a director of the Chas. Nelson Company, and the Globe Mutual Building and Loan Society, the Old People's Home and other institutions in San Francisco.

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"UNAUTHORIZED" FIRE INSURANCE COMPANIES.
At the National Convention of Insurance Department Officials in September, 1902, the committee on unauthorized insurance reported a list of fire insurance companies transacting business in different states without licenses therefrom and through correspondence. [For List of Companies see Cyclopedia of Insurance for 1904-5 and subsequent volumes.]

The committee on Unauthorized Insurance at the 1908 meeting of Insurance Commissioners' Convention made the following report:

1. Let each State, where it is not already on its statute books, provide for the supervision of each and every company, association, order or individual or set of individuals who do or pretend to do an insurance business of any kind or class.

2. Provide a uniform law, regulating the placing of surplus lines of insurance which shall include the payment of all taxes by the assured when an unlicensed company is used, with a sufficient penalty attached for violations.

3. Provide strict and proper laws for the organization and supervision of all domestic companies and associations and orders.

4. Let each State through its insurance department put its stamp of disapproval upon and discontinue the doing of business by its domestic companies in States where they are not licensed and do not comply with the laws governing the class to which they belong.

5. Publicity is a great foe to improper and illegal practices and a uniform system by all the State insurance departments of reporting to each other—and the publication through the press and bulletins—of all companies or associations doing or offering to do an underground or illegal business, will do much to stamp it out.

6. Your committee believes that some good may be accomplished by reporting these companies to the Post Office Department as fraudulent concerns; but the real remedy could and would come in the passage of a law such as the convention, through the committee on legislation, sought at the hands of Congress several years ago.

7. Again, your committee is satisfied that much can be accomplished by a campaign of education through the insurance department of each State in showing to the people that the man who is willing to evade the laws of his State and withhold proper fees and taxes will not, when an opportunity presents itself, hesitate to rob or defraud them.

UNDERHILL, WILLIAM WILSON, former president of the United States Fire Insurance Company of New York, was born in that city September 13, 1839. He was educated at Burlington (N. J.) college and the University of Pennsylvania, was clerk in the commission business from 1858 to 1862, and entered the service of the United States Fire in 1862, and remained with the

company until 1908. He was assistant secretary in 1862, secretary in 1865, and was elected president in 1882. He was elected vice-president of the New York Board of Fire Underwriters in May, 1904, and 1905.

UNDERWOOD, WILLIAM E., insurance journalist, was born at New Orleans, La., November 8, 1860. He was educated in the public schools and left the high school when seventeen years old to enter an insurance agency as office boy. In 1882, when twenty-two years old; he was assistant manager of the Denver compact. He was then, successively, manager of the compacts at St. Joseph, Mo., Mobile, Ala., and Joliet, Ill. From 1889 to 1891 Mr Underwood was manager of and edited the New Orleans *Vindicator*. From 1891 to 1893 he was the special representative of the Mutual Life of New York for its Louisiana and Mississippi department. In 1894 he purchased the *Insurance Radiator*, with which he was connected until 1899, when he again assumed editorial charge of the *Vindicator* of New Orleans. He resigned the latter position in August, 1901, and became insurance editor of the *Daily States*, New Orleans. He is now proprietor and editor of *Assurance*, New York.

UNDERWRITERS' AGENCIES, JOINT POLICIES OF FIRE INSURANCE COMPANIES WRITTEN BY. [For action of certain State insurance departments against "underwriters'" combinations of fire insurance companies, see Cyclopedia for 1898-99.]

The following is a list of the principal Underwriters' Agencies in business when this record closed:

Cincinnati Underwriters, composed of the Eureka Fire and Marine and Security Insurance Companies of Cincinnati.

Colonial Underwriters, guaranteed by the National Fire of Hartford.

English American Underwriters, guaranteed by the London and Lancashire Insurance Company.

Fort Pitt Underwriters composed of the Monongahela and Allegheny Fire Insurance Companies of Pittsburgh.

German Underwriters, guaranteed by the Milwaukee Mechanics.

German Alliance Insurance Association, composed of the German-American and German Alliance of New York.

Hudson Underwriters, composed of the Lumber and Adirondack Fire Insurance Companies of New York.

Keystone Underwriters, composed of German, Union and German-American Insurance Companies, Pittsburgh, Pa.

New England Underwriters, guaranteed by the Capital Insurance Company of Concord, N. H.

New Hampshire Underwriters' Agency, guaranteed by the New Hampshire fire.

New York Underwriters' Agency, guaranteed by the Hartford Fire Insurance Company.

Northwestern Underwriters, guaranteed by the Northwestern National of Milwaukee.

Pittsburgh, Underwriters, composed of the Allemannia of Pittsburgh and the Ben Franklin, Humboldt, National, and Teutonia Insurance Companies of Allegheny, Pa.

Republic Underwriters, Dalles, Tex., composed of the Austin Fire and Commonwealth Fire Insurance Companies.

Underwriters of Pennsylvania, guaranteed by the German, and Citizens of Pittsburgh and Mechanics of Philadelphia.

United Underwriters of Chicago, composed of the Farmers and Merchants of Lincoln, Neb., German of Indianapolis, and National of Allegheny.

United Fire Policy, guaranteed by the Seaboard Fire and Marine Insurance company of Galveston, Commonwealth Insurance Company of Dallas, and the Commercial Fire Insurance Company of Houston, all of Texas.

UNDERWRITERS' AGENCY, NEW YORK. (A. and J. H. Stoddart, general agents.) [See New York Underwriters' Agency.]

UNDERWRITERS' ASSOCIATION OF ALABAMA. The local fire insurance agents of Alabama met in convention at Montgomery, January 20, 1897, and organized this association, with the following officers: J. L. Dean, Opelika, president; J. G. Smith, Birmingham, vice-president; M. M. Sweatt, Montgomery, secretary and treasurer; H. C. Davidson and Leopold Strauss, Montgomery; R. H. Mabry, Selma; Samuel L. Cook, Anniston; J. K. Glennon, Mobile, executive committee. The officers elected at the annual meeting in June, 1909, are: President, James H. Glennon; vice-president, R. F. Manly; secretary-treasurer, Tom Boone, Mobile; executive committee: John W. Scheible, chairman; R. H. Mabry, J. W. Coleman, W. M. Sweat, Henry Hiden, and J. L. Dean.

UNDERWRITERS' ASSOCIATION OF THE MIDDLE DEPARTMENT. January 28, 1881, a few supervising and adjusting agents, having charge of the states of Pennsylvania, New Jersey, Delaware, and Maryland, held a meeting, and, believing "that a thorough concert of action" and acquaintance with the views of agents relative to the best interests of underwriting were necessary, agreed to form a permanent organization, which was effected July 19, 1881. The officers elected were: President, A. J. Foster; vice-president, J. B. Kelsey; secretary and treasurer, W. C. Goodrich. Quarterly meetings are held. On May 9, 1883, a reorganization took place, creating thereby the Underwriters' Association of the Middle Department, the object of which is the systematic interchange of information and co-operation among field men. The membership is personal, and no company is pledged to any course of action, reliance being placed on the honor and good faith of the members to use their influence to secure the accomplishment of such measures as they may individually approve.

The territory covered by the association is Pennsylvania (except the counties of Allegheny, Bucks, Chester, Delaware, Montgomery, and Philadelphia); New Jersey (except the counties of Camden, and Hudson, and the city of Newark and townships of Belleville, Clinton, and Irvington); Delaware (entire state); Maryland (except city of Baltimore); West Virginia (counties of Berkeley, Jefferson, and Morgan only.)

The officers of the association since organization have been:

	President.	Vice-President.	Secretary.
1883	E. C. Irvin.	J. H. Mitchell.	W. C. Goodrich.
1884	E. C. Irvin.	J. H. Mitchell.	W. C. Goodrich.
1885	J. H. Mitchell.	B. H. Wood.	W. C. Goodrich.
1886	William Muir.	John Tenney.	W. C. Goodrich.
1887	William Muir.	John Tenney.	W. C. Goodrich.
1888	William Muir.	Alfred Rowell.	W. C. Goodrich.
1889	Alfred Rowell.	J. B. Kremer.	E. R. Clemence.
1890	J. B. Kremer.	E. O. Weeks.	E. R. Clemence.
1891	E. O. Weeks.	W. N. Kremer.	E. R. Clemence.
1892	W. N. Kremer.	A. N. Stewart.	E. R. Clemence.
1893	H. O. Kline.	R. H. Wilson.	E. R. Clemence.
1894	A. N. Stewart.	R. H. Wilson.	E. R. Clemence.
1895	W. C. Goodrich.	R. H. Wilson.	E. R. Clemence.
1896	R. H. Wilson.	M. Lewin Hewes.	E. R. Clemence.
1897	James S. Catanach.	Benjamin Bevier.	E. R. Clemence.
1898	Benjamin Bevier.	Thomas C. Temple.	E. R. Clemence.
1899	Thomas C. Temple.	Wm. B. Kelley.	E. R. Clemence.
1900	C. J. Irvin.	Chas. F. Hawes.	E. R. Clemence.
1901	Chas. F. Hawes.	Edw. B. Creighton.	E. R. Clemence.
1902	Edw. B. Creighton.	L. Wiederhold, Jr.	E. R. Clemence.
1903	L. Wiederhold, Jr.	Paul Turner.	E. R. Clemence.
1904	Paul Turner.	R. C. Christopher.	E. R. Clemence.
1905	R. C. Christopher.	M. L. Ward.	E. R. Creighton.
1906	G. A. Russell.	J. Woods Brown.	E. B. Creighton.
1907	A. E. Duncan.	E. J. Haynes, Jr.	E. B. Creighton.
1908	E. J. Haynes, Jr.	F. K. Patterson.	E. B. Creighton.

The officers elected at the annual meeting in December, 1908 are: President, F. K. Patterson; vice-president, Geo. A. Clarke; secretary,* E. B. Creighton; assistant secretary, W. A. Peters; treasurer, E. R. Clemence.

The present members of the executive committee are: Walter J. Chase, chairman; F. K. Patterson, Donald M. MacPherson, Wm. H. Burkhardt, James M. Hodges, James Westervelt, George A. Clarke, A. F. Sanford, E. A. Innis, Chas. M. Kerr and U. O. Michaels.

The following is a list of standing committees:

STANDING COMMITTEES.

Chemical Works, except New Jersey,.....	Percy Ling.
Coal Property—Anthracite,.....	H. M. Fairchild.
Coal Property—Bituminous,.....	A. F. Sanford.
Conference,.....	Wm. H. Burkhardt.
Constitution, By-laws and Rules,.....	Gilbert A. Russell.
Electric Lighting and Power Plants,.....	George A. Clarke.
Glass Works,.....	F. K. Patterson.
Law,.....	R. H. Wilson.
Oil and Oil Refineries,.....	Hubert W. Chapman.
Schedule,.....	Wm. H. Burkhardt.
Saw Mill, Lumber, and Hub and Spoke Works, except New Jersey,.....	Fred E. Benjamin.
Sprinkler Equipment, Fire Defense and Water Works, District No. 1, New Jersey,.....	H. E. Griswold.

*Resigned May 15, and Mr. Louis Wiederhold, Jr. elected.

Sprinkler Equipment, Fire Defense and Water Works, District No. 2, Pennsylvania, Delaware and Maryland.....A. L. Mooney.
Tannery.....Walter J. Chase.
Whiskey Distilleries and Warehouses.....H. O. Kline.

UNDERWRITERS' ASSOCIATION OF THE STATE OF NEW YORK. This association, which is a rating and supervising body, having jurisdiction over the State of New York, except Long Island and the counties of New York, Richmond, Westchester, Putnam, and Rockland, and the city of Buffalo and Tonawanda, was organized at Syracuse, September 13, 1883. The presidents of the association have been: J. H. Van Buren, 1883-84; A. M. Burtis, 1884-85; O. W. Palmer, 1885-86; C. W. Du Bois, 1886-87; W. A. Holman, 1887-88; J. J. Babcock, 1888-89; George M. Elwood, 1889-90; J. L. Kendig, 1890-91; T. E. Gallagher, 1891-92; C. L. Hedge, 1892-93; J. M. Carothers, 1893-94; C. H. Van Antwerp, 1894-95; I. H. Lindsley, 1895-96; George W. Wyatt, 1896-97; H. B. Smith, 1897-98; L. S. Morgan, 1898-99; J. T. Ryan, 1899-1900; F. W. Jenness, 1900-1901; J. M. Hodges, 1901-1902; F. W. Bauer, 1902-1903; F. E. Burke, 1903-1904; F. F. Buell, 1904-1905; F. S. Tyler, 1905-1906; A. W. Selkirk, 1906-1907; H. P. Moore, 1907; A. G. Martin, 1908.

The following is a list of the companies which were represented in the association June 1, 1909:

Aachen and Munich, Aetna, Agricultural, Albany, American Central, American of New Jersey, Alliance of Pennsylvania, Atlantic Underwriters, Atlas, Boston, British-America, Caledonian, Caledonian-American, California, Calumet, Citizens of Missouri, Commercial Union of London, Commercial Union of New York, Commonwealth, Concordia, Connecticut, Detroit, Dubuque, Dutchess, Equitable of Rhode Island, Farmers, Fire Association of Pennsylvania, Firemen's Fund, Franklin, Germania, German of W. Va., German Alliance, German-American of New York, German-American of Maryland, Glens Falls, Hamburg-Bremen, Hanover, Hartford, Home, Insurance Company of North America, Jefferson, Liverpool and London and Globe, London Assurance, Mechanics and Traders, Mechanics of Pennsylvania, Nassau, National of Hartford, National Lumber, National Union of Pittsburgh, Newark, New Brunswick, New Hampshire Fire, New York Underwriters' Agency, Niagara, North British and Mercantile of England, North British and Mercantile, North River, Northern of London, Norwich Union, Old Colony of Boston, Palatine, Pennsylvania Fire, Peter Cooper, Phenix of Brooklyn, Philadelphia Underwriters, Phoenix of London, Phoenix of Hartford, Providence-Washington, Prussian National, Queen, Rochester-German, Royal Exchange, Royal Insurance, Scottish Union and National, Security, Springfield Fire and Marine, Spring Garden, Standard of New Jersey, Sun of London, Svea, Westchester, Western of Canada, Williamsburgh City.

At a meeting of the association held at Syracuse in January, 1909, officers and executive committee of the association were elected as follows: President, A. T. Lovett; vice-presidents, F. L. Curtis and C. E. Dosser; secretary and treasurer, F. W. Jenness; assistant secretary, G. S. Baxter; executive committee: F. E. Burke, chairman; W. C. Roach, E. H. Hornbostel, J. M. Carothers, W. W. Lenox, E. S. Jarvis, Charles Gibson, W. D. Hunter, E. P. Luce and H. A. Robier.

The secretary's office is at 1000 Onondaga County Savings Bank Building, Syracuse, N. Y.

LOCAL BOARDS.

The following is a list of the local boards under the jurisdiction of the association, arranged by counties:

Albany—Albany, Cohoes, West Troy.	Chenango—County Board.
Alleghany—County Board.	Clinton—County Board.
Broome—Co. Board, Binghamton.	Columbia—County Board, Hudson.
Cattaraugus—County Board.	Cortland—County Board.
Cayuga—County Board, Auburn.	Delaware—County Board.
Chautauqua—Northern County Board,	Dutchess—County Board, Pough-
Southern County Board.	keepsie.
Eric—County Board.	Rensselaer—County Board, Lan-
Essex—County Board.	singburgh, Troy.
Franklin—County Board.	Saratoga—County Board, Saratoga
Fulton—County Board.	Springs, Waterford.
Genesee—County Board.	Schenectady—County Board, Schen-
Greene—County Board.	ectady.
Herkimer—County Board.	Schoharie—County Board.
Jefferson—County Board.	Schuyler—County Board.
Lewis—County Board.	Seneca—County Board.
Madison—County Board.	Steuben—Addison and vicinity, Bath
Monroe—County Board, Rochester.	and vicinity, Corning and vicini-
Montgomery—County Board, Am-	ty, Hornelville and vicinity.
sterdam.	St. Lawrence—County Board.
Niagara—Niagara Falls, Lockport.	Sullivan—County Board.
Oneida—County Board, Utica,	Tioga—County Board.
Rome.	Tomkins—County Board.
Onondaga—County Board, Syracuse.	Ulster—County Board.
Ontario—County Board.	Warren—County Board.
Orange—County Board, Newburg.	Washington—County Board.
Orleans—County Board.	Wayne—Eastern County Board,
Oswego—County Board, Oswego.	Western County Board.
Otsego—County Board.	Wyoming—County Board.
Chemung—County Board, Elmira.	Yates—County Board.

UNDERWRITERS' BUREAU OF NEW ENGLAND. Organized 1894. The bureau has offices at 93 Water Street, Boston, and the companies composing the bureau are: Phenix, Queen, National Fire, German-American, Phoenix, Hartford; New Hampshire Fire, Springfield Fire and Marine, Royal, Liverpool & London & Globe, Ætna, Scottish Union and National, Home, North British & Mercantile, Fire Association of Philadelphia, Hartford Fire, New York Underwriters' Agency, Royal Exchange Assurance, Northern Assurance, London & Lancashire, Norwich Union Fire, Atlas Assurance.

The following is the executive committee elected at the annual meeting in 1908; Royal Exchange Assurance (U. C. Crosby, chairman); Hartford, Fire Association of Philadelphia, Liverpool & London & Globe, Springfield Fire and Marine, Atlas, Home, Queen and Ætna. E. B. Cowles is treasurer, and Gorham Dana, secretary and manager. The bureau maintains the following corps of inspectors: C. M. Whitaker, H. C. Newell, G. H. Spooner, W. P. Tenney, J. W. Chapman, Benjamin Richards, J. A. Robinson, I. Osgood, Percy Handy, G. M. Chamberlin, A. Ellis, Jr., D. W. Sleeper, T. F. Holland, W. H. Medlicott and J. W. Smith.

UNDERWRITERS' CLUB OF NEW YORK was organized in August, 1898, with Paul E. Rasor as president, Marshall S.

Driggs, vice-president, and Harry Hall, secretary and treasurer. The club occupies rooms at 73, 75, and 77 William Street, New York, which were open for the first time for the use of the members on November 3, 1898. The membership is over 700 and represents all classes of down-town business men of New York, principally those engaged in the fire, life, and casualty insurance business. At the annual election in October, 1907, the following governors were elected: Farnham Yardley, C. E. W. Chambers, Harry Hall, Graham H. Brewer, E. H. Betts, W. P. Belknap, B. C. Fuller, Louis Windmuller, C. A. Jenney, S. T. Carter, Jr., W. C. Scheide. Officers: Farnham Yardley, president; C. E. W. Chambers, vice-president; Harry Hall, treasurer; Graham H. Brewer, secretary.

UNDERWRITERS' FIRE INSURANCE COMPANY, Concord, N. H. Organized, 1886; capital, \$62,000. L. Jackman, president; F. T. Jackman, secretary.

UNDERWRITERS' FIRE PATROL OF SAN FRANCISCO. Organized April 1, 1876, with E. D. Farnsworth president, and Charles A. Laton, secretary. The present officers are: Bernard Faymonville, president; C. Mason Kinne, vice-president; Clinton Folger, secretary and treasurer. The directors are: Carl A. Henry, Bernard Faymonville, C. Mason Kinne, F. J. Devlin, Geo. W. Spencer, Whitney Palache, and Clinton Folger. Capt. Comstock is superintendent. The Patrol operates four stations.

UNDERWRITERS' LABORATORIES, INC., Chicago. These laboratories are under the direction of the National Board of Fire Underwriters. They are supported by the stock fire insurance companies doing business in the United States, are engaged exclusively in experimental work in fire protection engineering and testing of devices and materials having a bearing on fire hazard. This plant is the only thing of the kind in the world and has grown to its present size and importance from a beginning made ten years ago in the establishment by the Western Insurance Union and the Chicago Underwriters' Association of a small room for testing electrical fittings on the second floor of one of the insurance patrol houses in Chicago. This organization, upon which the insurance interests largely depend for correct estimates of the value of fire extinguishing appliances and fire resistive materials and methods of construction, as well as for correct methods of safeguarding as far as practicable lighting and heating devices, has the support and co-operation of manufacturing companies interested in fire-proof wares and construction.

The present officers and staff of the Laboratories are: President of the corporation and chairman of the board of directors, Henry Clay Eddy, Chicago, resident secretary Commercial Union and Palatine Insurance Companies; secretary of the corporation, W. H. Merrill; engineering staff, William C. Robinson, chief engineer; Prof. Fitzhugh Taylor, consulting engineer; J. B. Finnegan, associate engineer; G. W. Riddle, R. K. Porter, R. D. Speers, M. L.

Carr, C. R. Alling and R. W. Hendricks, assistant engineers; electrical engineer, Dana Pierce; assistants, A. R. Small, C. A. Bates and W. M. Hinesly; chemical engineer, A. H. Nuckolls; engineer gases and oils, E. J. Smith; J. J. Banash, assistant. The laboratories have also established branch offices in charge of engineers in nineteen different cities.

UNDERWRITERS OF GREENSBORO, Greensboro, N. C. Organized, 1898; capital, \$100,000. J. Van Lindley, president; A. W. McAllister, secretary and treasurer.

UNDERWRITERS' NATIONAL ELECTRIC ASSOCIATION. H. C. Eddy, president; W. A. Anderson, vice-president; C. M. Goddard, secretary and treasurer, 141 Milk street, Boston.

UNDERWRITERS' PROTECTIVE ASSOCIATION (salvage corps) of Newark was organized in July, 1879, with the following officers: President, Silas Merchant; vice-president, H. J. Pionier; secretary, F. H. Dawes; treasurer, I. H. Lindsley. The present officers are: President, Robert O'Gorman; vice-president, Henry F. Trimpi; secretary and treasurer, Chas. S. Dodd. Henry S. Martin is superintendent of the corps.

UNION CENTRAL LIFE INSURANCE COMPANY, Cincinnati, Ohio. Organized, 1867; capital, \$500,000. Jesse R. Clark, president; E. P. Marshall, vice-president; John D. Sage, secretary. Assets, \$67,933,245.40; gross liabilities, \$65,434,131.29; net surplus, \$2,499,114.11.

UNION, EASTERN. [See Fire Underwriters' Union.]

UNION FIRE INSURANCE COMPANY, Buffalo, N. Y. Organized 1874; capital, \$200,000. O. E. Foster, president; C. Lee Abell, secretary.

UNION INSURANCE COMPANY (Marine), Bangor, Me. Organized 1862; capital, \$100,000. A. F. Stetson, president; A. W. Staples, secretary.

UNION HEALTH AND ACCIDENT INSURANCE COMPANY, Denver, Col. Organized, 1906; capital, \$100,000. F. S. Moore, president; J. S. McCleery, secretary.

UNION INSURANCE COMPANY of Philadelphia. Incorporated 1804; capital, \$200,000. J. Henry Scattergood, president; Edgar R. Dannels, secretary.

UNION INSURANCE COMPANY, Pittsburgh, Pa. Organized 1871; capital, \$100,000. A. W. Mellon, president; J. W. J. McLain, secretary.

UNION MARINE INSURANCE COMPANY, LTD., OF LIVERPOOL, England. F. Herrmann, United States manager, New York.

UNION MUTUAL FIRE INSURANCE COMPANY, Montpelier, Vt. Organized 1875. Joseph W. Brock, president; H. W. Kemp, secretary.

UNION MUTUAL FIRE INSURANCE COMPANY, Providence, R. I. Organized 1863. Edwin Barrows, president; J. T. A. Eddy, secretary.

UNION MUTUAL LIFE INSURANCE COMPANY of Portland, Me. Fred E. Richards, president; Arthur L. Bates, vice-president; J. Frank Lang, secretary.

UNION, THE, an association of officials of fire insurance companies doing business in the Western and Northwestern states, often called, for sake of distinctiveness, the "Western Union," has its headquarters in the city of Chicago.

The Union has jurisdiction over Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, Oklahoma, South Dakota, Tennessee, and Wisconsin, except as modified or restricted by the laws of the respective states.

The "governing committee" is appointed by the president of The Union, and is composed of two classes, the first of members whose terms expire in September, annually, and the second of members whose terms expire in April, annually.

The following is the governing committee as constituted after the semi-annual meeting of The Union at Philadelphia, April, 1909: F. C. Buswell, Cofran & Dugan, J. F. Downing, H. C. Eddy, A. J. Harding, P. D. McGregor, term expiring September, 1909. C. H. Barry, Thos. E. Gallagher, C. W. Higley, G. H. Lermitt, W. H. Sage, term expiring April, 1910. The Committee to elect its Chairman.

At the annual meeting held at Frontenac, N. Y., September, 1908, officers were elected for the year as follows: President, J. H. Lenehan, Chicago; vice-president, J. A. Kelsey, of New York; secretary, John Marshall, Jr., of Chicago.

Edward B. Hatch is acting secretary of the governing committee.

UNION TRUST COMPANY of St. Louis. Organized 1890; capital, \$225,000. Thomas H. West, president; Isaac H. Orr, secretary.

UNITED AMERICAN FIRE INSURANCE COMPANY, Milwaukee, Wis. Organized 1898; capital, \$100,000. John Shepeck, president; F. A. Krehla, secretary.

UNITED FIREMEN'S INSURANCE COMPANY of Philadelphia; incorporated April 1, 1860, and began business on April 2, 1861. President, Robert B. Beath; secretary, Henry A. Knabe.

UNITED STATES CASUALTY COMPANY, THE, New York, was organized under the laws of New York State, and began

business in May, 1895, with a paid-in capital of three hundred thousand (\$300,000) dollars, two hundred and fifty thousand (250,000) dollars, being deposited with the New York Insurance Department for the protection of all policy holders. The capital was increased in 1906 to four hundred thousand (\$400,000) dollars, and in 1909 to \$500,000, the latter increase being in the shape of a stock dividend. Ben'j F. Tracy was the first president of the company and was succeeded by Edson S. Lott in 1908.

The company writes personal, accident, health, burglary, *plate glass, sprinkler leakage, steam boiler, workmen's collective, and all forms of liability insurance, and is licensed to do business in nearly all of the states. In 1909 the United States Casualty company re-insured the entire United States business of the Norwich and London Accident Insurance Association, on its withdrawal from this Country.

The present officers of this Company are: Edson S. Lott, president; John Farr, vice-president; D. G. Luckett, secretary; J. J. Meador, Jr., assistant secretary; George H. Prentiss, treasurer; Lester H. Clarke, assistant treasurer. The Board of Trustees is as follows: Benj. F. Tracy, Chairman; John F. Dryden, Edson S. Lott, R. L. Edwards, J. W. Hinkley, Jr., Joseph J. O'Donohue, Jr., Geo. H. Prentiss, John Farr, Silas Hinkley, Henry W. Poor, J. Edward Simmons, William H. Force, Edward T. Hulst, James H. Post, Casimir Tag, Geo. H. Frazier, George C. Kobbé, Robert B. Woodward, D. G. Luckett.

The Company's financial statement of December 31, 1908, showed; Assets \$2,249,879.08: liabilities \$1,099,879.08: capital \$400,000.00; net surplus over all liabilities \$750,000.00.

Its premium income in 1908 was \$1,337,260 and losses paid, \$547,141.

UNITED STATES FIDELITY AND GUARANTY COMPANY of Baltimore, Md. (surety, fidelity, and burglary insurance business). Organized 1896; cash capital, \$1,700,000. John R. Bland, president; George R. Callis, secretary.

UNITED STATES FIRE INSURANCE COMPANY, New York city. Organized 1824; capital, \$250,000. Charles A. Norris, president; M. L. Allen, vice-president and secretary.

UNITED STATES GUARANTEE COMPANY, New York. Organized 1889; capital, \$250,000. Edward Rawlings, president; D. J. Tompkins, secretary.

UNITED STATES HEALTH AND ACCIDENT INSURANCE COMPANY, Saginaw, Mich. Business established, 1891; capital, \$300,000. J. B. Pitcher, president; J. M. Pitcher, secretary. Assets, \$774,617.37; liabilities, except capital, \$198,733.95; surplus as to policy-holders, \$575,883.42.

UNITED STATES LIFE INSURANCE COMPANY, New York city. Organized 1850; capital, \$264,000. Dr. John P. Munn, president; A. Wheelwright, secretary.

UNITED STATES PLATE GLASS INSURANCE COMPANY, Philadelphia, Pa. Organized 1867; capital, \$100,000. Frank V. Smyth, president; H. L. Henderson, secretary.

UNITED SURETY COMPANY, Baltimore, Md. Organized 1905; capital, \$500,000. H. G. Penniman, president; Ernest J. Clark, vice-president; R. A. Dobbin, Jr., secretary; J. W. Hill, treasurer.

UNIVERSAL MERCANTILE SCHEDULE. [A history of the origin of the Universal Mercantile Schedule appeared in the Cyclopaedia for 1893-4. For a brief explanation of the "Mercantile Schedule" and the Analytic System or Dean Schedule see Cyclopaedia for 1907-1908.]

UTAH ASSOCIATION OF LIFE UNDERWRITERS was organized by the life insurance agents of the state at a meeting held at Salt Lake City in April, 1905. The following officers were elected: President, John D. Spencer; vice-presidents, W. G. Farrell and W. J. Deischer; secretary, Thomas W. Sloan; treasurer, Victor Wells. The present officers elected at the annual meeting in April, 1909, are: President, Joseph Meltzer, Metropolitan Life; vice-president, D. H. Livingston, New York Life; second vice-president, J. B. Moreton, Equitable Life; secretary, Willard Done, New York Life; treasurer, John James, Travelers.

UTAH, SUPERVISION OF INSURANCE IN, 1884-1909. The insurance department of Utah was organized under an act approved March 13, 1884, the territorial secretary being charged with the duties of supervision. Arthur L. Thomas was the first secretary at the time the law went into effect, and was succeeded by William C. Hall, April 6, 1887, Elijah Sells, May 16, 1889, and Charles C. Richards in 1893. The new State government in 1896 put an end to Mr. Richard's term and under the State law the insurance commissioner *ex officio* was the secretary of state. J. T. Hammond served until 1905, when he was succeeded by Charles S. Tingey who served until 1909. The legislature in 1909 created a separate insurance department, and George B. Squires, formerly the assistant secretary of state, was appointed the first commissioner.

V

VALUED-POLICY LAWS. Twenty-eight valued-policy bills were introduced in fifteen state legislatures in 1891, nine bills were introduced in six legislatures in 1892, twenty-nine bills in seventeen legislatures in 1893, eleven bills in six legislatures in 1894, thirty bills in eighteen legislatures in 1895, ten bills in seven legislatures in 1896, nineteen bills in sixteen legislatures in 1897, four bills in three legislatures in 1898, nineteen bills in fifteen legislatures in 1899, four bills in four legislatures in 1900, twenty-one bills in eighteen legislatures in 1901, three bills in three legislatures in 1902, and thirteen bills in nine states in 1903, and two bills in two states in 1904. No bill was successful in 1891, one bill passed in 1892, six bills passed in 1893, two of which were vetoed; one bill was passed in 1895, two bills were passed in 1896, one in Mississippi being a substitute for the old law; three bills were passed in 1897, no bill was passed in 1898, four bills were passed in 1899, of which three were vetoed; two bills were passed in 1900, of which one was vetoed; two were passed in 1901, of which one was vetoed, and one bill was passed in 1903. The 1899 bills were passed in West Virginia, Colorado, Nevada, and Utah. The last three were vetoed. The West Virginia bill became a law without the governor's signature, the governor writing a memorandum opposing the principle of the law. The Florida legislature of 1899 passed a new law which took the place of that of 1897, and the Washington legislature of 1899 modified the law of 1897. The Iowa legislature of 1900 passed a substitute for the act of 1897, but as the governor vetoed this substitute the old law remains, and the Louisiana legislature of 1900 passed a bill which was approved. In 1901 the legislatures of California and Colorado passed bills, and the latter was vetoed, and in 1903 South Dakota passed a bill. An attempt to repeal the Mississippi law in 1900 failed, but it was modified in 1902 and again in 1904, and in 1901 the Delaware law was modified. The Nevada bill of 1899, which was vetoed, was revived and passed in 1901, but was declared null and void by the supreme court of the state because it had not been signed on its repassage by the presiding officers of the two houses of the legislature. Attempts in 1902 to repeal the Louisiana and Ohio laws, and in 1903 and 1905 to repeal the Missouri law, were not successful. Attempts in 1904 in Iowa, Kentucky, and South Carolina to modify the existing law failed, as did also an attempt to modify the Iowa law in 1906. Valued-policy bills appeared in the legislatures of Maryland, New York, and Virginia in 1906, but

failed of enactment, and a bill in the Alabama legislature in 1907, and the Maryland legislature of 1908 failed of passage. Bills were introduced in the legislatures of Massachusetts, Vermont, South Carolina, Illinois, Utah, Indiana, Iowa, New York, North Dakota, Nebraska, Tennessee, South Dakota and Wisconsin, in 1909, but none of the bills were enacted into law, except in Tennessee, where the law was successful. The bills in South Dakota and Wisconsin were for the repeal of existing laws.

HISTORY OF VALUED-POLICY LEGISLATION.

The legislature of Wisconsin passed a valued-policy law in 1874, and was therefore the pioneer in this species of legislation. Five years later, at the session of 1879, Ohio added a valued-policy section to its revised statutes. In the same year the State of Texas passed a valued-policy law, which was a dead letter up to a few years ago, when a decision of the courts gave judgment against the company for the full face value of the policy under the provisions of the law. In August, 1885, the legislature of New Hampshire passed the law, in company with an "anti-compact law," and the agency companies of other States and Territories doing business in the State signified their displeasure at the adoption of this kind of hostile legislation by withdrawing from the State. New Hampshire was deprived of the protection which the great fire insurance companies afforded until 1890, when the *Ætna* led most, but not all, of the companies back. Missouri passed a valued-policy law similar to the Wisconsin law, which was in force several years, but in 1889 the general insurance laws of the State were revised, and, while the valued-policy feature was retained, the section embodying it was re-written. Arkansas, Delaware (amended in 1901), and Nebraska adopted laws in 1889, the Territory of Oklahoma in 1890, Mississippi in 1892 (amended in 1904 so as to eliminate personal property except household and kitchen furniture), Kansas, Kentucky, and Oregon in 1893, Minnesota in 1895, South Carolina in 1896, Florida (substitute in 1899), Iowa and Washington (amended in 1899) in 1897; West Virginia in 1899, Louisiana in 1900, California in 1901, and South Dakota in 1903 (repealed 1905.)

The following is the full text of all the valued-policy laws in force in States and Territories of the United States on May 1, 1909:

ARKANSAS. (Law passed in 1889, and amended in 1899.)

Section 1. A fire insurance policy in case of a total loss by fire of property insured shall be held and considered to be a liquidated demand against the company for the full amount for which the company charges and collects premiums, provided, that the provisions of this article shall not apply to personal property.

CALIFORNIA. (Section 2757 of the Civil Code, passed in 1901.)

2757. Whenever the insured desires to have a valuation named in his policy, insuring any building or structure against fire, he may require such building or structure to be examined by the insurer, and the value of the insured's interest therein shall be thereupon fixed by the parties. The cost of such examination shall be paid for by the insured. A clause shall be inserted in such policy, stating substantially that the value of the insured's interest in

such building or structure has been thus fixed. In the absence of any change increasing the risk without the consent of the insurer or of fraud on the part of the insured, then in case of a total loss under such policy, the whole amount so insured upon the insured's interest in such building or structure, as stated in the policy upon which the insurers have received a premium, shall be paid, and in case of a partial loss the full amount of the partial loss shall be so paid, and in case there are two or more policies covering the insured's interest therein, each policy shall contribute pro rata to the payment of such whole or partial loss. But in no case shall the insurer be required to pay more than the amount thus stated in such policy. This section shall not prevent the parties from stipulating in such policies concerning the repairing, rebuilding, or replacing buildings or structures wholly or partially damaged or destroyed.

DELAWARE. (Law passed in 1889, amended 1893, and amended and re-enacted in 1901—Act to Re-enact and Revise the Insurance Laws of Delaware, Chapter 695, Volume 18, Laws of Delaware.)

Sec. 28. Whenever any policy of insurance shall be issued to insure any real property in this State against loss by fire, tornado, or lightning, and the property insured shall be wholly destroyed, without criminal fault on the part of the insured or his assigns, the amount of the agreed or estimated value stated in such policy shall be taken conclusively to be the true value of the property insured and the total amount of insurance in force and the true amount of loss and measure of damages subject to the proviso herein; and every such policy, when hereafter issued or renewed, shall have endorsed across the face of it the following: "It is agreed between insurer and insured that the value of the insured property is the sum of \$, and this estimate shall be binding on both parties as to the value; provided, however, that nothing herein contained shall, in case of loss, prevent the company insuring from adjusting the loss by replacing the property destroyed; and in case any owner shall effect any subsequent insurance upon any larger value than so agreed all insurance, as well as that then existing, and that subsequently obtained, shall become void."

Sec. 29. This act shall apply to all policies of insurance hereafter made or issued upon real property in the State; and also the renewal which shall hereafter be made of all policies heretofore issued in this State; and the contracts made by such policies and renewals shall be construed to be contracts made under the laws of this State.

Sec. 30. The court upon rendering judgment against any insurance company upon any such policies of insurance shall allow the plaintiff a reasonable attorney's fee, to be taxed as a part of the costs.

FLORIDA. (Chapter 4677, Laws of 1899, substitute for the Act of 1897.)

Section 1. From and after the passage of this act any individual, firm, corporation, or association insuring any building or structure in this State against loss or damage by fire or lightning, shall cause such building or structure to be examined by an agent of the insurer, and full description thereof to be made, and the insurable value thereof to be fixed by such agent and written in the policy; in the absence of any change increasing the risk without the consent of the insurers, in case of total loss, the whole amount mentioned in the policy upon which the insurers receive a premium shall be paid, and in case of a partial loss the full amount of the partial loss shall be paid, but in no case shall the insurer be required to pay more than the amount upon which a premium is paid.

Sec. 2. In case of the total loss of the property insured the measure of damage shall be the amount upon which the insured paid a premium, and, in case of partial loss, the measure of damage shall be such part of the amount upon which premiums are paid as the damage sustained in part of the insurable value of the building or structure as fixed by the agent of the insurer, and the insurers shall be estopped from denying that the property insured was worth at the time of insuring the amount of the insurable value as fixed by the agent.

Sec. 3. Any person who solicits insurance and procures applications therefor shall be held to be the agent of the party issuing a policy upon such application, anything in the application or policy to the contrary notwithstanding.

Sec. 4. The defendant in any action brought upon a policy or contract of insurance, hereafter made, or renewed, insuring any building or structure in this State against loss or damage by fire or lightning, shall not be permitted to defend against such action, by setting up any claim, or provision of such policy, or contract of insurance, as avoiding the provisions, or any of them, of this act, and it shall be the duty of the court, on motion of the plaintiff, or on its own motion, to strike out any plea setting up such defense.

IOWA. (Section 1742 of the Code of Iowa.) The section was adopted in 1897.

Section 1742. In any action brought in any court in this state on any policy of insurance for the loss of any building so insured, the amount stated in the policy shall be received as *prima facie* evidence of the insurable value of the property at the date of the policy; provided the insurance company or association issuing such policy may show the actual value of said property at date of policy and any depreciation in the value thereof before the loss occurred, but the said insurance company or association shall be liable for the actual value of the property insured at the date of the loss, unless such value exceeds the amount stated in the policy. And in an action upon said policy it shall only be necessary for the assured to prove the loss of the building insured and that he has given the company or association notice in writing of such loss, accompanied by an affidavit stating the facts as to how the loss occurred so far as they are within his knowledge, and the extent of his loss. Any condition in said policy voiding the same shall not prevent a recovery, unless it is shown that the violation of such conditions contributed to the loss.

KANSAS. (Law passed in 1897, taking the place of the law of 1893.)

Section 1. Whenever any policy of insurance shall be written to insure any real property in this State against loss by fire, tornado, or lightning, and the property insured shall be wholly destroyed, without criminal fault on the part of the insured or his assigns, the amount of insurance written in such policy shall be taken conclusively to be the true value of the property insured, and the true amount of loss and measure of damages, and the payment of money as a premium for insurance shall be *prima facie* evidence that the party paying such insurance is the owner of the property insured; provided, that any insurance company may set up fraud in obtaining the policy as a defense to a suit thereon; and provided further, that nothing herein contained shall in case of loss prevent the company insuring from adjusting the loss by rebuilding the property destroyed.

Sec. 2. It shall be the duty of every person, corporation, association, partnership, company, or individual issuing a policy insuring real property of any description against loss by fire or any of the risks usually insured against in their insurance policies, by itself or its agents, to make careful examination of the premises insured, and to place in such policy a full, complete, and correct description of the property or premises insured thereby; and no failure to properly and fully describe such property or premises, nor any erroneous statement in the description of such property or premises shall be a defense in any action to collect for loss thereon or thereunder when such description shall be sufficient to enable a person of ordinary intelligence to find and fully identify the property or premises upon which said insurance was written, and upon which premiums have been paid, and this notwithstanding any provision in said insurance policy contained.

Sec. 3. This act shall apply to all policies of insurance hereafter written in this State, and also to the renewals which shall hereafter be made of all policies written in this State, and the contracts made by such policies and renewals shall be construed to be contracts made under the laws of this State.

Sec. 4. The court in rendering judgment against any insurance company on any such policy of insurance shall allow the plaintiff a reasonable sum as an attorney's fee to be deposited as a part of the costs.

KENTUCKY. (Law passed 1893.)

Section 1. That insurance companies that take fire or storm risks on real property in this commonwealth shall, on all policies issued after this act

takes effect (in case of total loss thereof by fire or storm), be liable for the full estimated value of the property insured, as the value thereof is fixed in the face of the policy, and in case of partial loss of the property insured the liability of the company shall not exceed the actual loss of the party insured; provided, that the estimated value of the property insured may be diminished to the extent of any depreciation in the value of the property occurring between the dates of the policy and the loss. And provided, further, that the insured shall be liable for any fraud he may practice in fixing the value of the property, if the company be misled thereby.

LOUISIANA. (Law passed 1900.)

Section 1. Whenever any policy of insurance against loss by fire is hereafter written or renewed on property immovable by nature and situate in this State, and the said property shall be either partially damaged or totally destroyed without criminal fault on the part of the insured or his assigns, the value of the property as assessed by the insurer, or as by him permitted to be assessed at the time of the issuance of the policy, shall be conclusively taken to be the true value of the property at the time of damage or destruction. Provided, that nothing herein shall be so construed as to prevent the insurer previous to the damage or destruction of property from reducing the insurance thereon.

Sec. 2. Whenever any policy of insurance against loss by fire is hereafter written or renewed on property situate in this State and the said property shall be totally destroyed without criminal fault on the part of insured or his assigns, the full amount of the insurance on the property so destroyed shall be paid by the insurer, and that when the said property shall be partially damaged without criminal fault on the part of the insured, or his assigns, the insurer shall pay to the insured such amount as will permit the insured to restore the damaged property to its original condition. Provided, that nothing herein shall be so construed as to prevent the insurer from replacing property partially damaged or totally destroyed at his own expense and without contribution on the part of the insured.

MINNESOTA. (Law passed 1895, as part of the Insurance Code.)

Any person, company, or association hereafter insuring any building or structure against loss or damage by fire, lightning, or other hazard, by a renewal of a policy heretofore issued, or otherwise, shall cause such building or structure to be examined by the insurer, or his agent, and a full description thereof to be made, and the insurable value thereof to be fixed by the insurer or his agent, the amount of which shall be stated in the policy of insurance; in the absence of any change increasing the risk without the consent of the insurer, and in the absence of intentional fraud on the part of the insured, in case of total loss, the whole amount mentioned in the policy or renewal upon which the insurer receives a premium shall be paid; and in case of a partial loss, the full amount of the partial loss shall be paid, and in case there are two or more policies upon the property, each policy shall contribute to the payment of the whole or the partial loss in proportion to the amount of insurance mentioned in each policy; but in no case shall the insurer be required to pay more than the amount mentioned in the policy; provided, that in the absence of fraud the burden of proof to show an increase of risk, by reason of any change in the ownership or condition of the structure or building upon which insurance is effected, either before or after loss arises, shall be upon the insurer, anything in the application or the policy of insurance to the contrary notwithstanding.

MISSISSIPPI. (Act of 1904, amending the act of 1902 to establish an insurance department.)

Section 33. No insurance company shall knowingly issue any fire insurance policy upon property within this state for an amount which, together with any existing insurance thereon, exceeds the fair value of the property, nor for a longer term than five years. When real property or buildings, household and kitchen furniture, insured against loss by fire, and situated within this state, are totally destroyed by fire, the company shall not be permitted to deny that the property insured was worth at the time of issuing the policy the

full value upon which the insurance was calculated. And in case the policy contains a three-quarters valuation clause, the insurer shall not deny that the amount of the policy was but three-fourths the value at the date of its issuance, and a similar rule shall apply, it matters not what proportion the amount of insurance bears to valuation, according to the terms of the policy, but the measure of damage shall be the amount for which the property was insured. In case of partial loss or damage by fire to real property or buildings, the measure of damage shall be an amount equal to the damage done the property, not to exceed the amount written in the policy.

MISSOURI. (Revised Statutes, passed 1889.)

Section 6009. In all suits brought upon policies of insurance against loss or damage by fire hereinafter issued or renewed, the defendant shall not be permitted to deny that the property insured thereby was worth at the time of the issuing of the policy the full amount insured therein on said property; and in case of total loss of the property insured, the measure of damage shall be the amount for which the same was insured, less whatever depreciation in value, below the amount for which the property is insured, the property may have sustained between the time of issuing the policy and the time of the loss, and the burden of proving such depreciation shall be upon the defendant; and in case of partial loss the measure of damage shall be that portion of the value of the whole property insured, ascertained in the matter hereinafter prescribed, which the part injured or destroyed bears to the present property insured.

Section 6009a. When fire insurance policies shall be hereafter issued or renewed by more than one company upon the same property, and suit shall be brought upon any of said policies, the defendant shall not be permitted to deny that the property insured was worth the aggregate of the several amounts for which it was insured at the time the policy was issued or renewed thereon, unless willful fraud or misrepresentation is shown on the part of the insured in obtaining such additional insurance; and in such suit the measure of damage shall be as provided in the preceding section; provided, that whatever depreciation in value below the amount for which the property is insured may be shown as provided in the preceding section, shall be deducted from the amount insured in each policy, in the proportion which the amount in each such policy bears to the aggregate of all the amounts so insured on such property. This and the preceding section shall apply only to real property insured. Any condition in any policy of insurance contrary to the provisions of this act shall be illegal and void.

The legislature of 1895 enacted a law the concluding sentence of which reads:

No company shall take a risk on any property in this State at a ratio greater than three-fourths of the value of the property insured, and when taken its value shall not be questioned in any proceeding.

NEBRASKA. (Law passed 1889.)

Section 1. Whenever any policy of insurance shall be written to insure any real property in this State against loss by fire, tornado, or lightning, and the property insured shall be wholly destroyed without criminal fault on the part of the insured or his assignees, the amount of the insurance written in such policy shall be taken conclusively to be the true value of the property insured, and the true amount of loss and measure of damages.

Sec. 2. This act shall apply to all policies of insurance hereafter made and written upon real property in this State and also to the renewal which shall hereafter be made of all policies heretofore written in this State, and the contracts made by such policies and renewals shall be construed to be contracts made under the laws of this State.

Sec. 3. The court upon rendering judgment against any insurance company upon any such policy of insurance shall allow the plaintiff a reasonable sum as an attorney's fee, to be taxed as a part of the costs.

NEW HAMPSHIRE. (Law passed 1885.)

Section 15, Chapter 172, General Laws. In any suit that may be brought in this State against an insurance company to recover for a total loss sustained by fire or other casualty to real estate or to buildings on the land of another, the amount of damage shall be the amount expressed in the contract as the sum insured, and no other evidence shall be admitted on trial as to the value of the property insured; provided, whenever there is a partial destruction or damage to the property insured, it shall be the duty of the company to pay the assured a sum of money equal to the damage done to the property; and provided, further, that nothing in this section shall be construed to prevent the admission of testimony to prove over-insurance fraudulently obtained.

NORTH DAKOTA. (Law passed 1907.)

Whenever any policy of insurance shall be written to insure any real property in this state against loss by fire, and that property shall be destroyed without fraud on the part of the insured or his assigns, the stated amount of the insurance written in such policy shall be taken conclusively to be the true value of the property insured.

OHIO. (Law passed 1879.)

Section 3643, Revised Statutes. Any person, company, or association hereafter insuring any building or structure against loss or damage by fire or lightning, by the renewal of a policy heretofore issued, or otherwise, shall cause such building or structure to be examined by an agent of the insurer, and a full description thereof to be made, and the insurable value thereof to be fixed by such agent; in the absence of any change increasing the risk without the consent of the insurer, and also of intentional fraud on the part of the insured, in case of total loss, the whole amount mentioned in the policy or renewal upon which the insurers receive a premium shall be paid; and in case there are two or more policies upon the property each policy shall contribute to the payment of the whole or the partial loss in proportion to the amount of insurance mentioned in each policy; but in no case shall the insurer be required to pay more than the amount mentioned in this policy.

OKLAHOMA. (Law passed 1890.)

All insurance companies issuing policies in this Territory shall be required to pay in case of total loss the full amount, and in case of partial loss will be required to pay the amount of loss so sustained, for which the property is insured; provided, however, that no policy shall be issued which shall contain a greater sum than 75 per cent. of the value of the property so insured. Section 32, Article 2, Chapter XLIV.

If there is no valuation in the policy the measure of indemnity in an insurance against fire is the full amount stated in the policy, but the effect of the valuation in a policy of fire insurance is the same as in a policy of marine insurance. Section 4, Article 4, Chapter XLIV.

OREGON. (Section 3721, Statutes of Oregon, passed 1893.)

Section 3721. That the amount of insurance written in a policy of insurance on all buildings insured after the passage of this act shall be taken and deemed the true value of the property at the time of the loss, and the amount of the loss sustained, and shall be the measure of damage, unless the insurance was procured by the fraud of the insured, or the loss was caused by the criminal act of the insured. It shall be lawful for any insurance company liable to pay losses occasioned by fire to rebuild any structure or building wholly or partially destroyed, of the same style and materials and of equal value with the one so wholly or partially destroyed, but they shall make their election so to do within thirty days' notice of loss. In case there is a partial destruction of the property insured no greater amount shall be collected than the damage sustained.

SOUTH CAROLINA. (Law passed 1896.)

Section 1. That hereafter no fire insurance company or individuals writing fire insurance policies, doing business within this State, shall issue policies for more than the value (to be stated in the policy) of the property to be insured, the amount of insurance, to be fixed by the insurer and insured, at or before the time of issuing said policies, and in case of total loss by fire the insured should be entitled to recover the full amount of insurance and a proportionate amount in case of partial loss; provided that two or more policies written upon the same property shall be deemed and held to be contributive insurance, and if the aggregate sum of all such insurance exceeds the insurable value of the property as agreed by the insurers and insured, in the event of a total or partial loss, each company shall only be liable for its *pro rata* share of said insurance.

Sec. 2. That no statement in the application for insurance shall be held to prevent a recovery before a jury on said policy, in case of partial or total loss, provided after the expiration of sixty days the insurer shall be estopped to deny the truth of the statement in the application for insurance which was adopted, except for fraud in making their application for insurance.

Sec. 3. The provisions of this act shall not apply to any insurance on chattels or personal property.

SOUTH DAKOTA. (Law passed in 1903.) The act was repealed in 1905, but was included in the standard policy form prescribed by an act passed in 1905.

TEXAS. (Law passed in 1879.)

A fire insurance policy, in case of a total loss by fire of property insured, shall be held and considered to be a liquidated demand against the company for the full amount of such policy; provided, that the provisions of this article shall not apply to personal property. Article 2971, Civil Statutes.

WASHINGTON. (Law passed in 1897, and amended in 1899.)

Section 6. Whenever any policy of insurance shall be hereafter written or renewed insuring any real property or building or structure erected thereon or connected therewith, and the property insured shall be wholly destroyed without criminal fault on the part of the insured or his assigns, the amount of insurance written in such policy shall be taken conclusively to be the true value of the property when insured, and the true amount of the loss and measure of damages when destroyed. In case there is a partial destruction of the property insured, no greater amount shall be collected than the injury sustained; provided, that the insurer shall have the option to repair, rebuild, or replace the property lost or damaged with other of like kind and quality if he gives notice of his intention so to do within twenty days after the receipt of notice of loss; provided, such insurer shall, within thirty days from the receipt of notice above, commence such rebuilding or replacing, and shall diligently prosecute the same to completion, and shall pay to the insured the reasonable rental value of the premises with the buildings thereon from the date of loss to the date of such completion.

WEST VIRGINIA. (Law passed in 1899.)

Section 1. All fire insurance companies doing business in this State shall be liable, in case of total loss by fire or otherwise, as stated in the policy on any real estate insured, for the whole amount of insurance stated in the policy of insurance upon said real estate; and in case of partial loss by fire or otherwise, as aforesaid, of the real estate insured, the basis upon which said loss shall be computed, shall be the amount stated in the policy of insurance effected upon said real estate, and the insured shall have the right to enforce his claim for said loss in any court having jurisdiction.

WISCONSIN. (Law passed 1874.)

Section 1943, Revised Statutes. Whenever any policy of insurance shall be written to insure any real property, and the property insured shall be

wholly destroyed, without criminal fault on the part of the insured or his assigns, the amount of the insurance written in such policy shall be taken conclusively to be the true value of the property when insured, and the true amount of loss and measure of damages when destroyed.

The Missouri Supreme Court, in the case of Robert E. Daggs vs. the Orient Insurance Company, passed upon the constitutionality of the valued-policy law of that State on December 15, 1896. [For opinion of the court see *Cyclopedia* 1904-5.]

A movement to test the constitutionality of valued-policy laws in the Supreme Court of the United States was begun in March, 1898, and an agreement to that effect was signed by the principal fire insurance companies doing business in the United States.

The case was argued before the Supreme Court in the autumn of 1898, and the court rendered an opinion January 16, 1899. It sustained the opinion of the Missouri Supreme Court and the constitutionality of the valued-policy law in that State in an opinion written by Mr. Justice McKenna. [For summary of decisions see *Cyclopedia* for 1904-5.]

For full text of vetoes of valued-policy bills in 1893 by Governor Pattison in Pennsylvania and Governor Altgeld in Illinois, see *Cyclopedia* of Insurance for 1893-4. For full text of vetoes of valued-policy bills in 1899 by Governor Thomas in Colorado, Governor Wells in Utah, and Governor Atkinson in West Virginia, and Governor Shaw in Iowa in 1900, and Governor Orman in Colorado in 1901, and also for the opinion of Superintendent of Insurance Wagner of Missouri in 1902 and Auditor Scherr of West Virginia in 1903, see *Cyclopedia* for 1904-5. In the Kentucky department report for 1906 Commissioner Prewitt favoring the repeal of the valued-policy law said of it: "It is unjust, in that it permits the assured in many instances to collect more from the companies than was actually lost. If the people of the State expect the companies to deal honestly with them, no law should be upon the statute books that would in itself permit a citizen of the state to deal unjustly with the companies."

VAN ALLEN, GARRET A., former president of the Commerce Insurance Company of Albany, N. Y., was born in that city, of Dutch ancestry, February 28, 1835. His education was obtained in the common schools and academies of his native city. He was five years a bank clerk and five years in the wholesale lumber business, and in 1859 organized the Commerce Insurance Company, of which he had been successively secretary, vice-president, and president. He had served the cause of fire underwriting in the National Board continuously since 1866, having been for many years on the committee on incendiarism and arson, and since 1891 chairman of the committee. He had also been the Albany agent of the *Ætna* of Hartford since 1865. Mr. Van Allen was a commissioner of the Albany fire department from 1873 to 1878. He was president of the First National Bank of Albany for 21 years (until 1905, when he retired), and was first vice-president of the National Savings Bank. Mr. Van Allen died January 28, 1909.

VAN CISE, JOEL GARRETSON, actuary of the Equitable Life Assurance Society, was born near York Springs, Adams county, Pa., February 8, 1844, and went to Mt. Pleasant, Iowa, in October, 1857. He learned the trade of printer, entering an office in 1860, and worked at the case until 1863. He taught school one winter, and in 1864 went to the front with the Forty-fifth Regiment of Iowa Infantry, being then twenty years old. After his return home he was a bookkeeper until 1867, when he went east and joined the office force of the Equitable Life. In 1872 he was appointed assistant actuary, and on November 2, 1898, was elected actuary to fill the vacancy caused by the death of Mr. George W. Phillips. Mr. Van Cise is a member of the Actuarial Society of America. He is very much interested in temperance work, and has for many years been an active member of the Prohibition party. His residence is Summit, New Jersey.

VAN CLEVE, James A., insurance journalist, was born at Ann Arbor, Mich. He chose journalism as a profession, and was on the staffs of several newspapers in succession, until in 1887 he accepted an invitation from the late Dr. P. T. Kempson to be associate editor of the *Insurance Times*. On the death of Dr. Kempson, he was made one of the administrators of his estate and editor of the paper. He is now also a part owner of the paper as well as the trustee of the estate.

VANDIVER, WILLARD DUNCAN, former superintendent of insurance of Missouri, was born in Hardy County, West Virginia, March 30, 1854. He was educated in the common schools and Central College, Fayette, Mo., from which he graduated in 1877, and engaged in teaching, and afterward was president of the State Normal School at Cape Girardeau, Mo. He was a member of Congress from Missouri from 1897 to 1905, and was chairman of the committee managing the campaign of Governor Folk in Missouri in 1904. He was also a delegate to the National Democratic convention in July, 1904. He retired from the office of superintendent of insurance in 1909.

VAN RIPER, JULIUS F., branch secretary of the Norwich Union Fire Insurance Society, Limited, is a native of New York city where he was born on January 10, 1865. He began his career in 1878 in a law office where he remained for nearly two years. From the latter part of 1879 until 1885 he was associated with Mr. Henry Villard in the Oregon Railway & Navigation Company and in February, 1885, he entered the office of the Norwich Union Fire Insurance Society, Limited, of which society he is now branch secretary. The first eight years of his association with that office were spent in the underwriting end of the business and in 1893 he was appointed to the position of assistant branch secretary which position he held until August 1, 1907, when he received his present appointment.

VERMONT ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized June 21, 1900, at Burlington, Vt.,

with the following officers: President, F. E. Alfred, Newport; vice-presidents, J. S. Hickok, Burlington; H. E. Taylor, Brattleboro; Crawford Ranney, St. Johnsbury; secretary and treasurer, G. E. Stratton, Burlington. The association was reorganized in December, 1906, and the following officers elected: President, F. E. Alfred, Newport; vice-presidents, R. D. Preble, J. G. Brown; secretary and treasurer, F. L. Brigham, Bradford. The present officers elected at the annual meeting at Rutland in November, 1908, are: President, F. H. Burnham, Rutland; vice-presidents, M. L. Lawrence, Springfield, and Joseph W. Fowler, Manchester; secretary, F. L. Brigham, Bradford; treasurer, H. I. Norton, Bennington; executive committee: E. L. Walker, Norman N. Atwood, H. H. Hickok, J. N. Webster, and A. E. Watson.

VERMONT, INSURANCE SUPERVISION IN, 1852-1909.

The insurance department of Vermont was organized under the law of 1852, the secretary of State and the State treasurer being *ex officio* insurance commissioners. Elections were held annually until 1870, when the biennial amendment to the constitution became operative. Since that time the elections have occurred every two years. The insurance commissioners of Vermont from the time the office was created in the year 1852 until now have been:

Secretary of State.	State Treasurer.	Term of Office.
Ferrand F. Merrill,	George Howes,	Oct. 1, 1852 to Oct. 1, 1853
Daniel P. Thompson,	John A. Page,	Oct. 1, 1853 to Oct. 1, 1854
Daniel P. Thompson,	Henry M. Bates,	Oct. 1, 1854 to Oct. 1, 1855
Charles W. Willard,	Henry M. Bates,	Oct. 1, 1855 to Oct. 1, 1857
Benjamin W. Dean,	Henry M. Bates,	Oct. 1, 1857 to Oct. 1, 1860
Benjamin W. Dean,	John B. Page,	Oct. 1, 1860 to Oct. 1, 1861
George W. Bailey, Jr.,	John B. Page,	Oct. 1, 1861 to Oct. 1, 1866
George Nichols,	John B. Page,	Oct. 1, 1866 to Oct. 1, 1882
George Nichols,	William H. Dubois,	Oct. 1, 1882 to Oct. 1, 1884
Charles W. Porter,	William H. Dubois,	Oct. 1, 1884 to Oct. 1, 1890
Chauncey W. Brownell, Jr.,	Henry F. Field,	Oct. 1, 1890 to Oct. 1, 1899
F. A. Howland,	John L. Bacon,	Oct. 1, 1899 to Oct. 1, 1901
F. L. Fleetwood,	Ed. H. Deavitt,	Oct. 1, 1901 to Oct. 1, 1908
G. W. Bailey,	Ed. H. Deavitt,	Oct. 1, 1908 to

VERMONT MUTUAL FIRE INSURANCE COMPANY, Montpelier, Vermont. Organized 1828. Geo. O. Stratton, president; James T. Sabin, secretary.

VERNOR, FRANK A., Detroit, Mich., special agent for the Queen Insurance Company for Michigan, was born at Marshall, Mich., October 7, 1858. He was reared on a farm and taught school and attended Albion College for about three years. After studying law he was admitted to practice in the Michigan courts. His first insurance experience was acquired in the compact office of the Southwestern Michigan Underwriters' Union at Battle Creek and Kalamazoo, where he was employed for some time as assistant manager. In 1886 he was appointed special agent for the Sun Fire Office for Michigan and Indiana, and the year following special agent of the Queen, Springfield Fire and Marine, and Guardian of England, for Michigan. Since then he has been connected with

the Queen exclusively as special agent, and was engaged four months in San Francisco adjusting the Queen's losses in the conflagration in that city in April, 1906.

VIEMAN, CHARLES L., Michigan State agent of the John Hancock Mutual Life, is a native of Harrisburg, Ohio, where he was born September 29, 1857. From 1875 to 1887 he was teaching school in Pickaway and Franklin counties, Ohio, and afterward was a salesman in one of the leading dry goods houses of Columbus, Ohio. In 1887 he entered the insurance business as a solicitor for the Mutual Life. In January, 1888, he was appointed special agent for Ohio and West Virginia for the John Hancock Mutual Life, and in 1891 was placed in charge of the Michigan State agency of that company. Mr. Vieman has been actively identified with the Detroit Life Underwriters' Association since its organization, occupying positions as president, vice-president, member of executive board and delegate to a number of annual conventions of the National Association of Life Underwriters.

VIRGINIA ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized at Lynchburg, September 20, 1899. The following were elected officers: President L. W. Childrey; vice-president, W. L. Dechert; secretary and treasurer, George D. Dey, Norfolk. The present officers, elected at the annual meeting held in Richmond in 1908, are: President, Coleman Wortham, Richmond; vice-president, B. F. Kirkpatrick; second vice-president, C. D. West; secretary and treasurer, Samuel T. Pulliam, Richmond.

VIRGINIA FIELD CLUB was organized at a meeting of special agents, who only are eligible to membership, held at Richmond, September 25, 1905. Officers were elected as follows: President, Charles E. Wortham, Jr.; vice-president, E. W. Butcher; second vice-president, Oliver H. King; secretary and treasurer, William R. Robins. The present officers elected at the annual meeting in September, 1908, are: President, Oliver H. King; vice-president, H. Y. Chatterly; second vice-president, Holmes Cummins; secretary, William R. Robins; executive committee: Henry A. Sampson, Chairman; F. H. Briggs, Jr., H. A. W. Happer, D. J. Carr, B. C. Lewis, Jr., Jno. W. Friend, Jr., E. A. Clark. The Club maintains rooms at 715 Mutual building and carries on a work of education in the prevention of fire waste.

VIRGINIA FIRE AND MARINE INSURANCE COMPANY, Richmond, Va. Organized 1832; capital, \$250,000. Wm. H. Palmer, president; W. H. McCarthy, secretary.

VIRGINIA, INSURANCE SUPERVISION IN, 1878-1909. Under act of the legislature, approved April 6, 1866, the auditor of public accounts in Virginia is charged with the supervision of insurance interests. This official is elected every two years by the joint vote of the General Assembly. The auditors since 1878 have

been: John E. Massey, whose term expired in 1882; S. Brown Allen, from 1882 to 1884, and Morton Marye, from 1884 to the present time. Under an act of the legislature creating the Corporation Commission the commission succeeded the auditor, having supervision of insurance, and took office March 1, 1903. The legislature of 1906 passed an act establishing a bureau of insurance "within the department and subject to the supervision and control of the State corporation commission," whose chief office shall be known as the "commissioner of insurance." The commission is elected by the joint vote of the legislature for a term of four years at a salary of \$3,500 per annum. Joseph Button was elected commissioner for the term beginning July 1, 1906, and extending to January 31, 1910.

VIRGINIA STATE INSURANCE COMPANY, Richmond, Va. Organized 1865; capital, \$200,000. George L. Chr'stian, president; Robert Lecky, Jr., vice-president and secretary.

VOLUNTEER STATE LIFE INSURANCE COMPANY, THE, of Chattanooga, Tenn. Organized 1903; capital, \$100,000. Z. C. Patten, president; E. B. Craig, vice-president; W. H. Gould, A. M., A. I. A., Actuary and Secretary.

VROOMAN, JOHN W., former secretary of the Provident Savings Life Assurance Society of New York, was born in Herkimer county, N. Y., March 28, 1844, and is a descendant of an ancient Holland family, of which the historic Count Egmont was a member, and also of the family of General Nicholas Herkimer of Revolutionary fame. Mr. Vrooman volunteered in the United States navy, and participated in several of the naval battles of the Civil War. When he returned home he studied law, and was admitted to the bar in his native country. He was chief clerk of the surrogate's court of that county ten years. In 1876 and 1877 he was deputy clerk of the assembly of the State of New York. In 1878 he was elected clerk of the New York State Senate, and re-elected four successive terms, making a total of ten years' service as clerk of that body. He also served for a number of years as a member of the Republican State Committee, and was for eight years secretary of that committee. In 1891 he was the Republican candidate for lieutenant-governor, running far ahead of his ticket, although he was not elected. On leaving the senate he engaged in the banking business in Herkimer. He was a presidential elector on the Republican State ticket in 1892. Colonel Vrooman is one of the most prominent Masons in the United States, and in June, 1889, was elected by a unanimous vote Grand Master of the Grand Lodge of the State of New York, and unanimously re-elected in 1890. He is a member of Aaron Helmer Post, Grand Army of the Republic; Monitor Association of Naval Veterans; and is an aide on the staff of the department commander of the Grand Army of the Republic of the State of New York. He has also been president and is now a trustee of the Holland Society of New York, a manager of the

Methodist Episcopal Hospital of Brooklyn, a trustee of the Herkimer Free Library, member Herkimer County Historical Society, a director in the Provident Savings Life, the Herkimer National Bank, and is officially identified with other financial and charitable institutions. He is an ex-president of the Life Underwriters' Association of New York and a present member of its executive committee, a member of the Union League Club, the Republican Club, of New York, the Montauk Club of Brooklyn, the New York Yacht Club, the Empire State Society, Sons of the American Revolution, and other organizations.

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WAGGONER, SOL E., former president of the Citizens' Insurance Company, St. Louis, Mo., was born in Richland county, O., March 8, 1851. He obtained his education in the grammar and high schools, and graduated from a college at Oskaloosa, Ia., in 1872. He was first employed in telegraphy, but since 1873 has been engaged in the insurance business. Mr. Waggoner is a director in charge of the Masonic Home. He was president of the Salvage Corps for three terms and has always been active in Masonic circles, being past grand commander of Knights Templar of Missouri. He retired as president of the Citizens' Insurance Company in June, 1907, but continues as manager at St. Louis for the company and also the Hartford Fire Insurance Company.

WALLA WALLA FIRE INSURANCE COMPANY, Walla Walla, Washington. Organized 1907; capital, \$200,000. The company retired in 1908.

WARD, LESLIE DODD, vice-president of the Prudential Insurance Company of Newark, was born at Madison, N. J., July 1, 1845. After an academical education at Newark and some months' war service in the Thirty-seventh New Jersey Regiment, in 1864, he entered the medical department of Columbia College, New York, from which he graduated in 1868. Dr. Ward practiced his profession until 1884, when he was chosen vice-president of the company. He was one of the original directors, and medical director from the beginning.

WARFIELD, RICHARD EMORY, president of the Hanover Fire Insurance Company, New York, was born at "Manor Glen," Baltimore county, Md., August 11, 1855. His business career began in 1871 as junior clerk in the office of the Firemen's Insurance Company of Baltimore, of which he became secretary in 1878. Mr. Warfield resigned that office in 1882 to take the management of the department of Maryland and Delaware for the Continental of New York. In 1885 he transferred his services to the Royal, and was placed in charge of the Baltimore department, composed of the states of Maryland, Virginia, West Virginia, and North Carolina, and the District of Columbia. On January 1, 1896, the Baltimore and Philadelphia departments of the Royal were consolidated, with headquarters at Philadelphia, and Mr. Warfield was transferred to Philadelphia as assistant manager. He was appointed

manager in 1905, and resigned in 1906 to accept the presidency of the Hanover Fire Insurance Company.

WARNER, EDWARD G., manager of the Florida Home Insurance Company, Marianna, Florida, was born at Richmond, Va., February 1, 1867. He received a private school education, and began his business career in a bank in which he remained eleven years, and then entered the lumber and building business, from which he graduated into fire underwriting. He was special agent in the Southern States for the Hartford Fire for seven years and until elected to his present position January 1, 1909.

WARREN, NATHAN, resident secretary of the Equitable Life Assurance Society at Boston, Mass., was born at Waltham, same State, February 11, 1838. He was educated at the Waltham public schools, and was engaged in the wholesale dry goods and shipping business until 1862, when he went to the front with the Forty-fifth Massachusetts Regiment, serving first in North Carolina and afterward in the department of the Gulf. He was in the War Department at Washington in 1865 and later went to Africa on a business venture. His connection with the Equitable Life began over thirty years ago, and he is now its resident secretary at Boston. Mr. Warren has been a representative in the Massachusetts legislature two terms, and chairman of the committee on insurance while there. He was president of the Boston Life Underwriters' Association in 1893-4, and has been chairman of the board of trustees of the Waltham public library several years, and is vice-president of the Waltham Savings Bank. He is the author of the history of "Insurance in Massachusetts," published in the "Compendious History of the New England States," which is considered valuable as a work of information and reference.

WARREN, WILLIAM SEYMOUR, resident secretary of the western department of the Liverpool and London and Globe Insurance Company at Chicago, was born at Cleveland, Ohio, May 10, 1848, and is a son of the late William Warren, who was the resident secretary from 1875 to the time of his death, in November, 1889. The younger Warren was Chicago local agent when that event occurred, and he was appointed, together with George Crooke, to succeed his father. Mr. Crooke withdrew in December, 1892, leaving Mr. Warren sole secretary. The entire business life of Mr. Warren, from his school days to the present, has been devoted to the service of his company.

WASHBURN, JOHN H., former president of the Home Insurance Company of New York, was born at Amherst, Mass., in 1828. After graduating from Amherst College he studied law in Rutland, Vt., and Granville, N. Y. In 1850 he became interested in the insurance business in the office of the Washington County Mutual Fire Insurance Company of New York. Four years later he became secretary of the Bridgeport Fire and Marine Insurance Company of

Connecticut, and remained in that capacity until 1857. In 1859 he joined the Home, was elected assistant secretary in 1865, secretary in 1867 and vice-president in 1884. Mr. Washburn is a leader in all movements for the well-being of fire underwriting. He has been president of the Western Union, president of the New York Board of Fire Underwriters in 1894-5 and 1895-6, and on the organization of the New York Fire Insurance Exchange was elected its first president. He was elected president of the Home in April, 1901, to succeed President D. A. Heald, deceased. In April, 1904, he resigned the presidency and became chairman of the board of directors of the company. In May, 1904, Mr. Washburn was elected president of the National Board of Fire Underwriters, and re-elected in 1905.

WASHINGTON FIRE INSURANCE COMPANY, Seattle, Wash. Organized 1905; capital, \$250,000. Henry Carstans, president; W. S. Worman, secretary.

WASHINGTON INSURANCE ASSOCIATION. The association is no longer a rating body having discontinued its rating and surveying department July 1, 1906, in order to comply with a ruling of the insurance commissioner. [See Cyclopedia for 1906-7 and subsequent volumes.]

WASHINGTON, INSURANCE SUPERVISION IN, 1890-1909. The insurance department in the State of Washington was organized June 26, 1890, the secretary of state being charged with the duties of supervision. He was elected for four years by the people. Allen Weir was the first official, and was succeeded in January, 1893, by James H. Price, and he by Will D. Jenkins in January, 1897. Sam H. Nichols, was secretary of state from 1901 to 1909. The legislature in 1907 created a separate insurance department, and under the act creating the department the commissioner was elected at the regular election in 1908, and took office January 1, 1909. J. H. Schively, who had been deputy in the secretary of state's office having charge of insurance, was elected the first commissioner under the law creating a separate department.

WASHINGTON LIFE INSURANCE COMPANY, THE, New York. Organized 1860; capital, \$500,000. Control of the company was purchased by the Pittsburgh Life and Trust Company in 1908, and the business re-insured in 1909.

WASHINGTON LIFE UNDERWRITER'S ASSOCIATION was organized in August, 1908. The present officers are: President, Sherwood Gillespy; vice-president, T. A. Garrigues; second vice-president, Thomas A. Lafferty; secretary, C. E. Millar; treasurer, Robert E. Moody.

WATKINS, DAVID O., former commissioner of banking and insurance of New Jersey, was born in Woodbury, N. J., June 8, 1862. He received a public school education, and engaged in farming early in life. He was mayor of the city of Woodbury four terms, and

president of the city council three terms. He was three times elected to the general assembly, and was twice speaker of that body. He was appointed United States district attorney in February, 1900, and held that office until April, 1903, when he resigned to become commissioner of banking and insurance, from which position he retired in 1909.

WATSON, EDWARD L., president of the Providence Mutual Fire Insurance Company of Providence, R. I., was born at Bristol, R. I., June 16, 1863. He began his insurance career in 1881 as clerk for the Providence-Washington Insurance Company. Later on he was special agent in New York State and the New England States for the same company, and was elected its secretary in 1889, which position he resigned on being elected president of the Providence Mutual in 1902.

WATT, GEORGE W., vice-president of the Girard Fire and Marine Insurance Company, Philadelphia, was born in Philadelphia of American parentage, and was educated in the public schools of that city. He began his insurance career as a boy, in the office of the "Girard," resigning to enter the local agency business in Philadelphia, in 1896. Two years later he was appointed special agent for the middle department for the Boston Insurance Company, and in 1902 was called to the home office in Boston and placed in charge of the New England field business. He was appointed assistant manager of the Boston and Old Colony Insurance Companies in 1906, but resigned January 1, 1907, to return to his native city and accept his present position.

WATT, ROLLA VERNON, Pacific coast manager for the Royal and Queen Insurance Companies, was born at Camden, Preble county, Ohio, February 19, 1857. Reached the Pacific coast in 1876, where he was a clerk in a book store until 1882, when his first acquaintance with insurance was made. He entered the general agency office of Smith & Snow in San Francisco, and in 1884 had charge of their city desk. In 1887 the firm retired from the general agency business and Mr. Watt succeeded them, thus becoming Pacific coast manager for their three companies, the American Central of St. Louis, Pacific Fire of New York, and Amazon of Cincinnati. The Liberty was in his agency from its organization until its retirement when the Pacific coast business was reinsured by the American Central. The Delaware of Philadelphia came into the office succeeding the Liberty, the Amazon meantime having retired, reinsuring its business in the Royal. In March, 1894, Mr. Watt resigned the management of these companies to take that of the Royal and Norwich Union for the Pacific coast. On January 1, 1896, he relinquished the management of the Norwich Union to take that of the Queen in connection with the Royal. Mr. Watt was president of the Fire Underwriters' Association of the Pacific for the year 1894. He was a member of the Board of Fire Commissioners of San Francisco for four years ending January 8, 1904, is

president of the Young Men's Christian Association, is a director of the Mutual Savings Bank a trustee of the "Children's Hospital and Training School for Nurses," trustee of the Chamber of Commerce of San Francisco, and is connected with several other business and charitable enterprises.

WAY, JOHN L., second vice-president and a director of The Travelers Insurance Company; secretary and director of The Travelers Indemnity Company; and a director of the Hartford Trust Company, was born at Gilead, Conn., July 1, 1860, and received a common school education. Commencing his insurance life at the Home Office of The Travelers in 1878, he has been engaged continuously ever since that time in the service of the Company. It early became apparent to the officers of the Company that he possessed abilities peculiarly adapted to field work, and upon transference to that department of the Company's affairs his promotion was rapid. He served the Company as State Agent, first in Rhode Island and Connecticut, then in Iowa and Nebraska, and later was given the Agency control of the States of Missouri, Arkansas and Texas, and continued in charge of this large and important territory about thirteen years. He built up these State Agencies, increased the efficiency of the agency organization and aided so largely in the profitable development of the Life, Accident and Liability business of the Company that in 1903 he was recalled to home office and elected to the offices which he now holds.

WEBSTER, FRANKLIN, insurance journalist, was born at La Salle, Ill., February 22, 1862, being a descendant of the New Hampshire branch of the Webster family. His early education was obtained in the public and private schools of La Salle, and he prepared for college, but other demands on his time prevented the accomplishment of his wishes. He secured a scientific course at Cooper Institute, however, after coming to New York. Mr. Webster drifted naturally into journalism. His father, Edward Cushing Webster, was publisher for many years of the *La Salle County Press*, the leading county paper of Central Illinois, and the son learned to set type, work a job press, feed a cylinder, and write local items in his father's office while yet a youngster. These occupations were varied by writing up the special correspondence of the locality for the Chicago daily papers. Mr. Webster came to New York and to the assistant editorship of the *Chronicle* in June, 1881. Two years later, in October, 1883, on the retirement of Mr. Davis from the editorship, he was appointed to the vacant chair. In 1895 he resigned, and in September began the publication of the *Insurance Press*. He established *Insurance Engineering*, an illustrated monthly magazine, in April, 1901. He was elected president of the American Press Association in 1909.

WEDDELL, THOMAS R., insurance journalist, was born at Wooster, Ohio, October 26, 1864, and was educated in the high school at Piqua, Ohio, and at the University of Chicago, graduating

in 1886. Mr. Weddell engaged in newspaper work, and was a reporter and night city editor on the *Chicago Inter-Ocean* from 1886 to 1891, political editor for a year, and from June, 1892 to 1899 was editor and principal owner of the Peoria, Ill., *Transcript*. Since the latter year he has been engaged in insurance journalism, and is insurance editor of the *Chicago Record-Herald*, and editor and manager of the *Insurance Post*, as well as insurance "correspondent." He has also been secretary and vice-president of the Chicago Press Club.

WEED, NATHAN HERBERT, editor and manager of *The Life Insurance Independent*, and also formerly publisher of *Life Association News*, official organ National Association of Life Underwriters, is a son of Samuel R. Weed of the underwriting firm of Weed & Kennedy, New York, and was born at St. Louis, Mo., August 1, 1868. He was educated at Adelphi Academy, Brooklyn, N. Y., and connected with the local fire insurance business in New York City from 1884 to 1892, and was also correspondent of and regular writer for several insurance journals. In 1892 he became associated with P. J. Hanway, editor of *The Vigilant*. In 1895 he went to St. Louis to assume charge of the *Review*, and in 1898 bought the *Chicago Independent*, which he consolidated with the *American Journal of Life Insurance* in March, 1901, now published as *Life Insurance Independent*, which was removed to New York City in April, 1902.

WEED, SAMUEL RICHARDS, fire underwriter, comes from Colonial and Revolutionary ancestry, and is a native of New York City, where he was born February 9, 1837. After a public school education he studied law in New York and California and removed from the latter State to St. Louis, Mo., in 1859. He organized a news bureau in that city for overland mail service for a syndicate of San Francisco journals. In 1864 he entered the local insurance agency business and was a general and special agent in the west some years. In 1875 Mr. Weed returned to his native city and has since been continuously a local agent and manager there. He was vice-president of the late Liberty Insurance Company of New York. At present he is a member of the firm of Weed & Kennedy, local agents, and United States managers of the Alliance, until that company withdrew from the United States, in 1908. Mr. Weed is a director in the Nassau Bank of New York, also a member of the Sons of the Revolution and various New York clubs.

WEEKS, RUFUS WELLS, one of the vice-presidents of the New York Life Insurance Company and its chief actuary, was born at Newark, N. J., August 11, 1846, and is the son of Robert D. Weeks of that city, and grandson of the Rev. William R. Weeks, the noted abolitionist. He was educated in the public schools and entered the actuarial department of the New York Life in 1867, when twenty-one years of age. He became the head of the department in 1883, and was elected actuary of the company in 1885,

second vice-president in 1903, and vice-president in 1906. Mr. Weeks is a charter member and an ex-president of the Actuarial Society of America. He is also an associate member of the Institute of Actuaries of Great Britain and Ireland; a corresponding member of the Institute of French Actuaries, and a member of the Society of Insurance Science of Germany.

WEINMANN, LOUIS, secretary of the Fireman's Fund Insurance Company of San Francisco, was born at Benicia, Cal., August 23, 1853. His education was received at the Missionary College of St. Augustine, which was one of the foremost institutions of that day. After being graduated with honors at the head of his class in 1874, he was appointed principal of the public schools of his native town. He was for several years president of the Board of Education of Solano County. He entered the drug business about this time, and began his first insurance experience as local agent for the Fireman's Fund. He removed to San Francisco in 1886, and for the succeeding two years was in charge of the mathematical department of the Commercial High School, but he resigned this position in 1888 to become special agent for the Fireman's Fund. In 1892 he was elected assistant secretary of the company, and was appointed to his present position in January, 1900. Mr. Weinmann was president of the Fire Underwriters' Association of the Pacific in 1898. In April, 1907, he was appointed a member of the Alameda City Board of Education of which board he was president.

WELCH, ARCHIBALD ASHLEY, second vice-president and actuary of the Phoenix Mutual Life Insurance Company of Hartford, was born in Hartford, October 6, 1859. He was educated in the public and high schools of Hartford, and graduated from Yale College in the class of 1882. After graduation he entered the actuarial department of the Travelers Insurance Company, and in 1890 entered the service of the Phoenix Mutual Life. He is a member of the board of directors of that company, and is also a member of the Actuarial Society of America, and one of its vice-presidents. He has been chairman of the high school committee since 1900, and is a director and secretary for the American School for the Deaf of Hartford. He was elected to his present position January 1, 1905.

WELLS, DANIEL H., actuary of the Connecticut Mutual Life Insurance Company, was born at Riverhead, Suffolk county, N. Y., August 19, 1845. He graduated from Sheffield Scientific School of Yale University in 1867, and remained there seven years as instructor in engineering and mathematics. In 1874 he became a clerk in the actuarial department of the Connecticut Mutual, and in 1876 was placed in charge of the actuarial work of the company, with the title of second assistant secretary. He was appointed assistant secretary in 1878, and actuary in 1881. During his connection with the company Mr. Wells has prepared and published its

mortality experience. He was elected president of the Actuarial Society in 1906 and 1907.

WESLEY, FRANK AUGUSTUS, director of agencies of the Columbian National Life Insurance Company, and a director of the company, began his business career in life insurance, as agent for the New York Life. He was general agent for the Bankers Life, and later was appointed Boston manager for the Columbian National Life, and becoming successively New England manager, assistant director of agencies, director of Eastern agencies, and director of agencies for that company; his present position to which he was appointed in 1908. He is a native of Massachusetts, and was born at Cambridge, January 14, 1875, and was educated at the East Greenwich Academy and Wesleyan University.

WESTCHESTER FIRE INSURANCE COMPANY of New York. Capital, \$300,000. George R. Crawford, president; M. O. Brown, vice-president; John H. Kelly, secretary.

WEST COAST LIFE INSURANCE COMPANY, San Francisco, Cal. Organized 1906; capital, \$250,000. H. J. Crocker, president; Julian Sonntag, secretary.

WEST, EGBERT WATSON, secretary of the Glens Falls Insurance Company, has spent his entire business career in the service of the Glens Falls Insurance Company; entering its service as a clerk. He was born in Glens Falls, N. Y., May 1, 1863, and received his education in the common schools of his native city. He represented the Glens Falls Insurance Company as special agent in the New York State and middle department field for twenty years, when he was called to the home office as assistant secretary, and later elected secretary. He is a trustee of the Home for the Aged and of the Parks Hospital, and a member of the Board of Water Commissioners of Glens Falls.

WESTERN AND SOUTHERN LIFE INSURANCE COMPANY, Cincinnati, Ohio. Organized 1888; capital, \$100,000. F. Caldwell, president; W. J. Williams, secretary.

WESTERN ASSURANCE COMPANY, THE, of Toronto, Canada, was organized and began business August 30, 1851. It transacts a general fire and marine and inland business throughout Canada, the United States, Newfoundland, England, India, Australia and other parts of the world. Its paid up capital is \$2,500,000. The present officers are: Hon. Geo. A. Cox, president; W. R. Brock, and John Hoskin, K. C., L. L. D., vice-presidents; Robt. Bickerdike, M. P., E. W. Cox, D. B. Hanna, Alex. Laird, Z. A. Lash, K. C., W. B. Meikle, Geo. A. Morrow, Augustus Myers, Frederic Nicholls, James Kerr Osborne, Sir Henry M. Pellatt, E. R. Wood; W. B. Meikle, general manager. The department managers in the United States are: George J. Dexter, manager of the southern department, Atlanta, Ga.; J. J. Kenny, manager Pacific department, San

Francisco, Cal.; H. T. Lamey, manager of the western department, Denver, Col.; W. L. Perrin, agent, New York City, and Reed and Dunkle, 71 Kilby St., Boston, General Agents for the New England States.

The business of the United States branch of the Western in 1908 was as follows: Premiums received, \$1,616,542.63; gross income, \$1,606,474.72; amount at risk December 31, 1908, \$226,468,170. The United States assets were \$2,184,632.20; reinsurance reserve, \$1,217,699.94; surplus over all liabilities, \$726,218.62.

WESTERN DEPARTMENT MANAGERS. [See Chicago Managers.]

WESTERN FACTORY INSURANCE ASSOCIATION. Address, 171 La Salle Street, Chicago; S. W. Tripp, associate manager; Albert Blanvelt, associate manager. This association of stock fire insurance companies, includes in their business the writing of sprinklered manufacturing risks in the western union states.

The last annual meeting of the association was held in Chicago, in May, 1909, when the following officers were elected: President, A. F. Dean, Springfield Fire and Marine; vice-president, G. H. Lermitt, Northern; secretary and treasurer, Charles R. Street, Phenix of Brooklyn; executive committee, W. H. Sage, German-American, and John Marshall, Jr., Fireman's Fund.

WESTERN FIRE INSURANCE COMPANY, Lincoln, Neb. Organized 1907; capital, \$100,700. Allen W. Field, president; P. F. Zimmer, secretary.

WESTERN INSURANCE COMPANY, Pittsburg, Pa. Organized 1849; capital, \$300,000. W. H. Nimick, president; D. Dallas Hare, secretary.

WESTERN MASONS' MUTUAL LIFE ASSOCIATION, Los Angeles, Cal. Organized 1886. C. J. Willett, president; Gilbert F. Stevenson, secretary.

WESTERN MASSACHUSETTS, LIFE UNDERWRITERS' ASSOCIATION OF. [See Life Underwriters' Association of Western Massachusetts.]

WESTERN RESERVE INSURANCE COMPANY, Cleveland, Ohio. Organized 1903; capital, \$225,000. M. E. Wagar, president; R. E. Gooch, secretary.

WESTERN SPRINKLED RISK ASSOCIATION was organized at a meeting in Chicago in March, 1904, by representatives of companies not affiliated with the Western Union, for the purpose of writing sprinklered risks. Officers were elected as follows: President, J. L. Whitlock, Glens Falls; vice-president, William Trembor, German of Freeport; treasurer, E. G. Halle, Germania; secretary, R. D. Harvey, New Hampshire. Directors, the officers

and Charles E. Sheldon, American of Newark, and O. C. Kemp, Delaware and Reliance. The present officers elected at the annual meeting in May, 1909, are: President, J. L. Whitlock; vice-president, J. A. Daggett; secretary, O. C. Kemp; treasurer, E. G. Halle.

WESTERN UNION. [See Union, The.]

WEST VIRGINIA ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized at Wheeling, September 5, 1899. The following officers were elected: W. S. Foose, president; W. D. Paden, F. E. Nichols, vice-presidents; A. F. Faulkner, Wheeling, secretary; William Lohmeyer, treasurer. At the annual meeting in June, 1909, officers were elected as follows: President, L. G. Keil, Elkins; vice-presidents, Charles W. Evans, H. S. Thompson, F. R. Sexton, W. S. Lindamood, C. W. Thornburg; secretary and treasurer, J. N. Hendrix, Wheeling; executive committee, W. S. Foose, C. B. Alexander, J. F. Nydegger, Joe Parke, and the officers.

WEST VIRGINIA FIRE UNDERWRITERS' ASSOCIATION was organized in February, 1900, with the following officers: President, F. Riester, Wheeling; vice-president, William Lohmeyer, Charleston; second vice-president, L. J. Bonar, Mansfield; third vice-president, Robert Lackay, Richmond; secretary-treasurer, E. B. Bowie, Wheeling; executive committee, J. F. Paull, Wheeling; Grayson Burruss, Baltimore; Hall Turner, Baltimore; D. G. Morgan, Wheeling; R. E. Gooch, Cleveland; Harry Bush, Louisville; H. M. Gibbs, Columbus. For the purposes of supervision the State is divided into five districts, each district being in charge of a committee of five. At the annual meeting in March, 1909, the following officers were elected: President, Frank M. Jones, Sun; vice-president, Harry W. Carey, Phoenix; secretary and treasurer, A. S. Whitley, Wheeling; executive committee: W. C. Poe, Jr., Percy Ling, F. W. Shirer, W. H. Clemons, J. Carl Vance, U. O. Michaels, F. I. Mosher and William Lohmeyer.

WEST VIRGINIA, INSURANCE SUPERVISION IN, 1864-1909. By act of March 4, 1864, to the auditor of the State was assigned the duty of supervision of insurance. The term of the auditor is for four years. The officials since March, 1882, when the insurance law was revised, have been: Joseph S. Miller, whose term expired in 1885; Patrick F. Duffy, from 1885 to 1893, and I. V. Johnson from March 4, 1893, to March 4, 1897. He was succeeded on that date by M. La Follette, who was succeeded in March, 1901, by Arnold C. Scherr. J. S. Darst is the present auditor of State.

WHAT CHEER MUTUAL FIRE INSURANCE COMPANY, Providence, R. I. Organized 1873. Frank L. Pierce, president *emeritus*; Rowland G. Hazard, president; A. T. Vigneron and Chas. A. Tompkins, assistant secretaries.

WHILDEN, WILLIAM GILBERT was born at Charleston, S. C., May 2, 1868. He was educated in the public schools of Atlanta, Ga., and the Greenville, S. C., Military Institute, and entered the fire insurance business in 1885. He was appointed special agent for the Continental in Pennsylvania and West Virginia in 1890, and assistant to the secretary at the home office of the Continental in 1891. Two years later he was appointed New England special agent for the Norwich Union, and 1894 was assistant to the general agent at the home office of the Merchants of Newark. In 1896 Mr. Whilden was appointed assistant secretary of the Globe and Rutgers, N. Y., in 1899 superintendent of agents of the Fidelity of Baltimore, and was appointed assistant United States manager of the Prussian National Insurance Company of Germany January 1, 1901. He was elected secretary and managing underwriter of The Eagle Fire Insurance Company of New York December, 1904, and resigned January, 1, 1907, to enter the general insurance agency business in New York, and is senior member of the firm of Whilden & Hancock, general agents for the Austin Fire and Commonwealth of Iowa, Texas, Central National of Chicago, Commonwealth of Iowa, Philadelphia Underwriters and several other companies.

WHITE, HERBERT HUMPHREY, treasurer of the Connecticut Mutual Life Insurance Company, is a native of Hartford, where he was born July 3, 1858. He entered the Hartford High School at the age of twelve years, but left at the close of the junior year to enter the service of the Hartford Trust Company. He was then fifteen years old. Four years later he accepted an offer of a clerkship in the Phoenix National Bank of Hartford with which he was connected for twenty years, rising by successive promotions to assistant cashier, which position he held nine years, until his election to the secretaryship of the Connecticut Mutual Life, which took place January 21, 1899. He had previously been for four years an auditor of that company. On March 23, 1906, the office of treasurer was created and he was advanced from the secretaryship and elected to the new office. Mr. White was a member of the Hartford Common Council for six years, serving four years as councilman and two years as alderman. He was president of the council board for one year, 1896. In February, 1900, Mr. White was elected president of the Colonial Club of Hartford, and continued to hold the office until the union of the Colonial and Hartford clubs in April, 1901.

WHITTELSEY, W. F., JR., marine assistant secretary of the Aetna Insurance Company, was born in Hartford, October 18, 1856. He received a common and high school education, and has been connected with the Aetna Insurance Company for eighteen years as clerk and later as marine special agent. He was elected to his present position in 1908.

WILDER, DANIEL WEBSTER, insurance journalist, was born at Blackstone, Mass., July 15, 1832, and is the son of Dr. Abel

Wilder of that place, who was the sixth in descent from Thomas Wilder of Charleston and Lancaster, Mass., the pioneer. Mr. Wilder was educated at the Public Latin School of Boston and at Harvard University, from which he was graduated with the class of 1856. He studied law at Harvard Law School, and was admitted to the Boston bar December, 1857. He practiced his profession there and in Kansas, to which he removed soon after, and until President Lincoln, in 1863, appointed him surveyor-general of Kansas and Nebraska. He was elected State auditor of Kansas by the popular vote of two terms, and served one term of four years, 1887 to 1891, as superintendent of insurance. But most of his life has been devoted to journalism. On retiring from office Mr. Wilder established at Kansas City, Mo., the *Insurance Magazine*. In 1895 his son Carter became his partner under the firm name of D. W. Wilder & Son. Mr. Wilder is the author of the "Annals of Kansas," published in 1875, with a later edition in 1885, and of the "Life of Shakespeare," published in 1893. He organized the Kansas State Historical Society in 1875 and was its president in 1886. The library of the society now has 50,000 volumes.

WILLIAMS, ALMERON NEWBERRY, an assistant secretary of the Aetna Insurance Company, entered the insurance business, after receiving a common school education, as a stenographer in the office of the Phoenix Fire Insurance Company of Hartford, and later represented the company in the western New York field, having headquarters at Rochester. He was born in Hartford, January 19, 1862. From the western New York field he was called to the home office and placed in charge of the western New England field. In May, 1897, he was appointed special agent in the same field for the Aetna, and in December, 1902, was appointed to his present position.

WILLIAMS, PAUL ERNEST, second vice-president Union Central Life Insurance Company, Cincinnati, is a son of the late Prof. William G. Williams, of Ohio Wesleyan University, a distinguished scholar, and one of the founders of the Union Central Life, and was born in Delaware, Ohio, November 12, 1851. He is a graduate of Ohio Wesleyan University, class of 1873, and of the law school of George Washington University, Washington, D. C., in the class of 1875. He engaged in the practice of law for a number of years, and was elected to his present position in 1906.

WILLIAMSBURGH CITY FIRE INSURANCE COMPANY of Brooklyn. Organized 1853; capital, \$250,000. M. S. Driggs, president; F. H. Way, secretary.

WILSON, CHARLES FLOYD, fire underwriter, was born of American parentage at Ann Arbor, Mich., December 2, 1855. He received a public and high school education, and began his insurance career as a clerk in a St. Louis office in 1871. Mr. Wilson has been identified with the insurance business at Denver for more than a quarter of a century, and has held every position in the

profession, serving as vice-president and underwriting manager of its then most prominent local fire insurance company; and manager of a department for several leading companies for a territory covering the mountain states, his field and managerial experience covering the entire section west of the Missouri River. He is now engaged in the local insurance business in Denver and is a former president of the Denver Board of Fire Underwriters. He is also active in the business and public affairs of Denver, having been president of the Chamber of Commerce, Excise and Police Commissioner and Auditor of the city and county of Denver. He was elected president of the National Association of Local Agents at the annual meeting in 1906 and is now active in its affairs, serving on its executive committee.

WILSON, GEORGE THOMSON, second vice-president of the Equitable Life Assurance Society, is a native of the city of New York, where he was born September 23, 1859. He comes from Scotch-Irish stock. While a student at the College of the City of New York, in 1875, he saw a newspaper advertisement for an office boy in the office of the Equitable Life, applied for the position, received it, and went to work vigorously for the company. Shortly afterward Vice-President Alexander wanted a stenographer and private secretary and appointed Mr. Wilson. The young man became general utility in the company's offices, and known to all callers on business. His rise was rapid. He was successively general executive clerk, second assistant secretary, assistant secretary, fourth vice-president, third vice-president, and was elected second vice-president in March, 1907. Mr. Wilson received the honorary degree of Master of Arts from Princeton University in 1892. He is a director in the Equitable Life Assurance Society, Union Exchange Bank and Equitable Trust Company.

WING, ASA S., president of The Provident Life and Trust Company of Philadelphia, was born at Sandwich, Massachusetts, January 29, 1850. Educated at the Moses Brown School, Providence, R. I., he entered the service of the Provident in 1867, two years after the organization of the company, as an assistant to Rowland Parry, actuary. He was appointed assistant actuary in 1873, and upon Mr. Longstreth's death in 1881, was elected vice-president, still retaining the office of assistant actuary. In 1883 on the retirement of Mr. Parry he was made actuary, and served until 1899, when David G. Alsop was made actuary and Mr. Wing retained the title of vice-president only. In January, 1906, he was elected president, Samuel R. Shipley, who had been president of the company continuously since organization in 1865, having declined re-election.

WINONA FIRE INSURANCE COMPANY, Minneapolis, Minn. Organized 1902; capital, \$200,000. Fred C. Van Dusen, president; H. G. Smith, secretary. The company's principal office is in Minneapolis, Minn.

WINSLOW, EUGENE H., president of the Metropolitan Casualty Insurance Company of New York, who was elected president of the company September 19, 1895, following the death of President Henry Harteau, is a native of Brooklyn, N. Y., where he was born in March, 1856. He received his education in that city and entered the office of John G. Schumaker for the study and practice of law. In February, 1874, he was induced by Mr. Harteau, then organizing the Metropolitan, to engage in the business of plate glass insurance, the company at that time confining its operations to the plate glass business. Mr. Winslow began as a clerk, being the first man employed in any capacity by that company. He has been in continuous service with the Metropolitan ever since, and worked his way up through the various steps to the position of secretary in 1887, and president in 1895.

WISCONSIN ASSOCIATION OF LIFE UNDERWRITERS was organized in Milwaukee in June, 1891, as the Wisconsin Life Insurance Agents' Association, the first officers being: H. A. Kinney, president; Edward Ferguson and W. W. Macomber, vice-presidents; and Harry S. Fuller, secretary. The association was reorganized in March, 1904, but has since disbanded.

WISCONSIN ASSOCIATION OF LOCAL FIRE INSURANCE AGENTS was organized in 1899, and the following officers were elected: E. J. Tapping, Milwaukee, president; E. E. Baker, Portage; P. P. McDermott, Fond du Lac; James Jenkins, Oshkosh; and W. H. Hardy, Jr., Waukesha, vice-presidents; F. C. Hazelton, Janesville, secretary and treasurer. The present officers and executive committee, elected at the annual meeting held in 1908 are: President, O. S. Morse, Janesville; vice-presidents, E. K. Anson, Green Bay; Joseph Koffend, Appleton; John West, Oshkosh; Walter Hartshorn, Waukesha; Andrew Dietrich, Racine; C. B. Weil, Milwaukee; H. R. Allen, Merrill; secretary and treasurer, George Y. Wilkinson, Milwaukee; executive committee, J. N. Manson, C. F. Hibbard, and A. J. Dana.

WISCONSIN FIELD CLUB, composed of general agents of Union companies, at the annual meeting at Green Lake, in 1908, elected officers as follows: E. A. Radmacher, Home, president; H. O. Benedict, vice-president; L. S. Wallace, Pennsylvania Fire, treasurer, and R. B. Ellis, secretary.

WISCONSIN, INSURANCE SUPERVISION IN, 1867-1909. By Chapter 56, Section 32, general laws of 1867, the secretary of State as commissioner of insurance *ex officio*, until the passage of Chapter 214, laws of 1878, creating the office of commissioner of insurance. The office was made elective by the people by Chapter 300, laws of 1881. The commissioners since 1878 have been:

Philip L. Spooner, Jr.,	.	.	.	.	April 1, 1878—January 3, 1887
Philip Check, Jr.,	.	.	.	.	January 3, 1887—January 5, 1891
Wilbur M. Root,	.	.	.	.	January 5, 1891—January 5, 1895

William A. Fricke,	January 5, 1895—October 1, 1899
Emil Giljohann,	October 1, 1899—January, 1903
Zeno M. Host,	January 10, 1903—January 1, 1907

Dr. Fricke was re-elected in 1896 for a second term, expiring January 1, 1899. He resigned in October, 1898, to accept an appointment under the Union Central Life Insurance Company of Ohio, and the deputy commissioner, Emil Giljohann, was appointed by the governor to fill the vacancy. Mr. Giljohann was elected by the people for the regular term of 1901-1903. Zeno M. Host was elected to succeed him, and retired January 1, 1907. George E. Beedle is the present commissioner.

WISCONSIN LIFE INSURANCE COMPANY, Madison, Wis. Organized 1895. R. B. Anderson, president; C. M. Putnam, secretary.

WISTER, CHARLES J., JR., secretary of the Reliance Insurance Company of Philadelphia, was born at Germantown, Pa., May 26, 1868. He entered the service of the Reliance when eighteen years old as a clerk. In 1889 he became a special agent for the company, and in 1892 was elected secretary, being then twenty-four years old. He was then the youngest secretary of a prominent fire insurance company in the United States.

WOHLGEMUTH, EDWARD JAY, president of the Western Underwriter Company of Cincinnati and Chicago, is a native of Michigan, and was born at Detroit, September 26, 1875. He was educated at the Imlay City, Mich., High School, The University of Michigan and Pomona College (Cal.). When nineteen he accepted an offer from the *Insurance Herald*, and removed to Louisville in the spring of 1895, a few months later becoming assistant editor. In February, 1897, he established the *Ohio Underwriter*, which was later changed to the *Western Underwriter*. In July, 1898, the Western Underwriter Company opened an office at Chicago, changed the *Western Underwriter* to a weekly, and purchased and absorbed *Black and White of Chicago*. In 1907, he established *Midland*, a monthly magazine devoted to the interests of the middle west.

WOLFE, S. HERBERT, consulting actuary, is a native of Baltimore, Md., where he was born March 19, 1872. After a preliminary training in the schools of Baltimore, he received further education in the New York College and Queen's Laboratory. He first became connected with the insurance department of Connecticut when placed in charge of the investigation of the assessment companies of that state which resulted in radical changes taking place in their management. On the resignation of Mr. Wilson he was appointed actuary of the department. Mr. Wolfe is a Fellow of the Royal Statistical Society, of the American Statistical Association, and other scientific societies, and maintains an office in the city of New York as consulting actuary. He is also connected with the insurance departments of various states and with various companies.

WOLF, E. MYRON, insurance commissioner of California, is a native of San Francisco, and received his education in the public schools of that city, and in the University of California from which he was graduated with the degree of Bachelor of Letters. He engaged in newspaper work, studied law, and was admitted to practice before the courts of California, and the United States courts. He served as secretary of the state bureau of highways for two years and was appointed insurance commissioner in 1902, and re-appointed in 1906. He is a thirty-second degree Mason, a Mystic Shriner, and a member of other fraternal organizations, as well as a member of several social clubs and other organizations of San Francisco.

WOODMEN ACCIDENT ASSOCIATION, Lincoln, Neb.
A. O. Faulkner, president; C. E. Spangler, secretary.

WOOD, SILAS, P., fire underwriter, was born in North Hempstead, N. Y., May 15, 1842. His early life was spent on a farm. At the age of 19, when the Civil War broke out he enlisted in one of the first regiments that went to the front, participating in several battles, and returned badly wounded in 1862. He entered the insurance arena in 1865. He was fifteen years with the Niagara of New York, holding positions in both field and office—the last five years as general agent at the home office of the company. This position he resigned in 1882 to accept the managerial chair of the British-America, which necessitated his removal to Toronto, the parent office of the company. In 1886 he returned to New York to take a place on the agency staff of the American Fire. He was elected a director of the company in April, 1896, and subsequently vice-president and secretary, and in April, 1897, he was advanced to the presidency. Mr. Wood resigned as president December 31st to accept the management of the Metropolitan Department of the Western Assurance Company and the British-American Assurance Company, the Western appointing him a United States trustee for the company. About the same time Mr. Wood assisted in the organization of the British-American Insurance Company of New York, of which he was elected president. By reason of a severe illness he resigned as manager of the Metropolitan district of the Western and British-America in November, 1900, but continued as president of the British-American of New York. This position he resigned in 1901, and he has since remained out of active business. Mr. Wood is a member of the Lawyers' Club of New York, and of the U. S. Grant Post of the Grand Army of the Republic of Brooklyn, N. Y., Asure Lodge of the Masonic order, Casino Club, and president of the Golf and Automobile and Gun Clubs of Cranford, N. J.

WOOD, WILLIAM, fire underwriter, was born in Scotland in 1847, and studied law in Glasgow. He was chief clerk in the National Board of Fire Underwriters from 1872 to 1877, with the Queen Insurance Company from 1877 to 1882, first in the agency department and latterly in charge of the metropolitan district. In

1882 he was appointed assistant manager, and in 1884, manager of the United Fire Insurance Company of Manchester, which company was absorbed in 1892 by the Palatine. He was joint manager for the United States of this company, with William Bell until the death of the latter in June, 1898, when he was appointed manager, continuing as such until 1900, when the Palatine was absorbed by the Commercial Union of London. In February, 1901, Mr. Wood was appointed general manager of the Merchants of Newark, continuing in that position until the Merchants retired in 1902. In November, 1902, Mr. Wood became secretary and general manager of the Anchor Fire Insurance Company of Cincinnati, O., which position he retained until 1906, when he was appointed manager of the newly organized Surplus Line Association, Chicago, composed of twenty of the larger companies to write surplus lines in Western Union territory. In December, 1906, he resigned from the Surplus Line Association to become secretary and general manager of the Cosmopolitan Fire Insurance Company of New York, and continued with the company until its retirement in 1908.

WOODMAN, STEPHEN F., Boston, general agent for the Travelers of Hartford, was born December 6, 1844, at Southampton, N. H. His youth was passed at Amesbury, Mass. In September, 1862, he enlisted in the Forty-eighth Massachusetts Regiment, and served under General Banks in Louisiana in 1863 through the siege of Fort Hudson. In September, 1865, he entered the service of the Travelers, with which company he has continuously remained. He was first clerk and cashier in the company's Boston office, then for two years represented the company at Montreal, and in 1878, with Mr. Hatch, became one of the Boston general agents. The copartnership was dissolved January 1, 1891, when Mr. Woodman became sole general agent. He has always been active in the affairs of the Boston Life Underwriters' Association, and was its president in 1896. He has been for several years on the executive committee of the National Association of Life Underwriters, and was chairman of the committee for 1900-1903, and 1906.

WOODMEN'S CASUALTY COMPANY, Indianapolis, Ind. Organized, 1907; capital, \$100,000. W. A. Northcott, president; W. A. Orr, secretary.

WOODS, WILLIAM T., president of the Lloyds Plate Glass Insurance Company of New York, was born in that city July 20, 1851, and received his education in the public schools. He went into an insurance broker's office in New York when seventeen years old, and was in the brokerage business until 1879, when he became interested in plate glass underwriting. He was the first secretary of the Lloyds Plate Glass which was established in 1882. He succeeded to the presidency in January, 1893.

WOODWARD, GEORGE B., third vice-president of the Metropolitan Life Insurance Company, was born at Haverhill, Mass.,

August 17, 1852, and received his education in the Boston grammar and high schools. He has been devoted to the business of life insurance from the time of leaving school. At the age of 16 years he entered the office of the New England Mutual Life Insurance Company, where he learned the details of the business, and six years later, on August 1, 1874, he accepted the appointment of correspondence clerk of the John Hancock Life. Mr. Woodward was elected secretary of the company in February, 1875. In May, 1894, he was elected secretary of the Metropolitan Life, and in October, 1901, was made third vice-president. He is a charter member of the Actuarial Society of America.

WOODWARD, HENRY P., vice-president of the Connecticut General Life Insurance Company, was born in Franklin, Conn., March 19, 1833. He was graduated from Yale College in the class of 1855. He is prominently connected with the business interests of Hartford, and was for several years secretary of the Hartford Board of Trade. He is also president of the Dime Savings Bank.

WOODWORTH, C. H., president of the Woodworth-Hawley Co., a local fire insurance agency at Buffalo, N. Y., was born upon a farm in Northern Ohio in 1845. He worked on the farm and studied in the common and academic schools there until 1864, when he removed to Buffalo. He was employed in mercantile houses until 1866, when he accepted a clerkship in the fire insurance office of Dirck V. Benedict. He was appointed agent of the Niagara Fire of New York August 1, 1868. Other companies afterward joined his agency, and in January, 1884, he formed a partnership with Edward S. Hawley. The business was incorporated May 1, 1898. Mr. Woodworth is a charter member of the National Association of Local Fire Insurance Agents, and was vice-president of that organization from 1896 to 1898, and its president from 1898 to 1900.

WORCESTER MANUFACTURERS' MUTUAL INSURANCE COMPANY, Worcester, Mass. Organized 1855. Waldo E. Buck, president; Charles S. Bacon, secretary.

WORCESTER MUTUAL FIRE INSURANCE COMPANY. Incorporated 1823; began business 1824. Lewis N. Gilbert, president; Roger F. Upham, secretary.

WRAY, ALEXANDER H., United States manager of the Commercial Union Assurance Company the Palatine Insurance Company of London, and Union Assurance Society, Lt. of London, and president of the Commercial Union Fire Insurance Company of New York, was born in the city of New York. In February, 1869, he entered the office of the Star Fire Insurance Company as application clerk. He was appointed secretary of the Northern of Watertown in 1874, and on the reinsuring of that company in 1881 entered the field as an independent adjuster.

From 1883 he was general agent of the Commercial Union for New England, until, on May 1, 1889, he was appointed assistant manager. On the death of Manager Sewall in December, 1898, Mr. Wray was appointed his successor. The Palatine of London was organized late in 1900 to succeed the Palatine of Manchester (which was acquired by the Commercial Union, and was retired from business at the close of 1900.) The Union Assurance Society was acquired by Commercial Union in 1907.

WRIGHT, WALTER, CHANNING, life insurance consulting actuary, was born at Boston, Mass., August 24, 1846, and is the son of the late Elizur Wright, the distinguished mathematician and actuary. Clerk in the Massachusetts State Insurance Department, of which his father was commissioner, 1859-1866. He was actuary of the New England Mutual Life Insurance Company, 1866-1900, and consulting actuary from 1900 to date. Mr. Wright is a fellow of the American Statistical Association, and a charter member of the Actuarial Society of America; also a member of the American Association for the Advancement of Science, and the American Mathematical Society.

WRIGHT, WILLIAM A., comptroller-general and insurance commissioner of Georgia, is a native of Louisville in that State, where he was born January 19, 1844. On the impeachment and removal of Comptroller-General Goldsmith in 1879, Mr. Wright was appointed to fill the vacancy. He was elected to fill a full term in 1880, and since then has been biennially re-elected by the people.

WYMAN, WILLIAM D., vice-president and treasurer of the Berkshire Life Insurance Company, was born at Hillsboro Bridge, N. H., April 24, 1859. His first occupation was that of a school teacher. In December, 1883, he began his life insurance career as a solicitor at Chicago for the Massachusetts Mutual Life. June 1, 1885, he was appointed one of the general agents of the company at Chicago. April 22, 1889, he was appointed Illinois state manager for the Berkshire Life Insurance Company and on October 31, 1908, was elected to his present position with the company. He was the president in 1892 and 1897 of the Chicago Life Underwriters' Association, and of the National Association of Life Underwriters for 1901-1902.

WYMAN, WILLIAM HENRY, general agent of the Ætna Insurance Company, Omaha, Neb., was born at Canton, St. Lawrence county, N. Y., July 21, 1831, and was educated in the common schools and also had a term at the Beloit and Milton academies Wisconsin, but his principal education was received in the printing offices, where he spent much of his time during early boyhood. In the insurance business he first engaged as a junior clerk at the Cincinnati office of the Protection Insurance Company of Hartford. On the failure of the Protection he entered the office of the Ætna at Cincinnati, on September 15, 1854, and after a year of travel

through the south and west as special agent, he went to Madison, Wis., as State agent for the Ætna until 1869. He established a local agency at Milwaukee, from which place he was called at the expiration of a year, to Cincinnati, to act as assistant general agent for the Ætna, and removed to Omaha in 1891 as general agent for the same company. He has taken great interest in historical matters relating to the Northwest, and also compiled a book on the subject (a Bibliography of the Bacon-Shakespeare Literature), and published other Shakespearean matters in the magazines.

WYOMING, INSURANCE SUPERVISION IN, 1877-1909.

In Wyoming the first insurance legislation by act of December 13, 1877, placed the duties of supervision with the Territorial auditor. The succession of auditors was:

James France,	.	.	.	.	December 13, 1877—January	4, 1880
J. H. Nason,	.	.	.	.	January	4, 1880—March 31, 1882
Jesse Knight,	.	.	.	.	April	1, 1882—March 31, 1884

Under a law approved March 6, 1884, the office of insurance commissioner was established, and J. B. Adams was insurance commissioner from April 1, 1884, to March 31, 1888. Under the law of March 8, 1888, the office of insurance commissioner was discontinued, and the auditor was made *ex officio* insurance commissioner. The officials under this law have been:

M. N. Grant,	.	.	.	.	March	8, 1888—November	8, 1890
Charles W. Burdick,	.	.	.	.	November	9, 1890—January	7, 1895
William O. Owen,	.	.	.	.	January	7, 1895—January	7, 1899
Leroy Grant,	.	.	.	.	January	7, 1899—	—

Mr. Grant is the present incumbent in the office.

WYPER, JAMES, manager of the Pacific coast department of the London & Lancashire Fire Insurance Company, and the Orient Insurance Company of Hartford, Conn., was born in Dumfries, Scotland, January 26, 1864. He was educated in the public and high schools of Liverpool, and for a time was employed as a hardware salesman in New Zealand. He entered the New York office of the London and Lancashire Fire Insurance Company in April, 1888, and filled, at various times, all positions in the underwriting department, up to chief clerk. In January, 1896, he was appointed special agent for New York State, and entered the service of the Union of London as special agent for large cities in the West, April, 1897. He was appointed agency manager for the western department of Hall & Henshaw Companies, in April, 1899, and October 1, 1900, was appointed secretary of the Orient Insurance Company. On the removal of the underwriting department of the London & Lancashire to Hartford in December, 1905, he was appointed agency secretary of that company. In August, 1906, he was transferred to the Pacific coast as manager for the two companies.

Y

YATES, MORTIMER B., member of the general agency firm of Hughs & Yates, Atlanta, Ga., was born in Leeds, England, in 1866, and educated at Halifax, England, coming to America at the age of twenty. He was engaged in the local agency business for several years in Texas, afterwards becoming special agent of the German of Freeport for Texas and Arkansas, resigning to become special agent of the Imperial of London for Texas, Arkansas, Louisiana, Oklahoma and Indian Territory, under the southern department. When the Imperial retired from the United States, Mr. Yates gave his active attention for three years to the oil business in the Beaumont district, where he was already largely interested. When the Atlanta-Birmingham Fire Insurance Company was organized, he became home office special agent, having jurisdiction over the company's business in all the large cities. He resigned October 1, 1906, to form a general agency partnership with Robt. N. Hughs, under the firm name of Hughs & Yates, and they are now general agents for the Southern States for the Jefferson Fire, New Brunswick Fire, Union of Philadelphia, Insurance Company of the State of Pennsylvania, and the Peoples National of Philadelphia.

YEREANCE, JAMES, New York metropolitan manager of the Equitable Life Assurance Society, is a native of the city of New York, where he was born January 17, 1844. He was educated in the public schools and the male normal college. Before entering the life insurance business in 1892, Mr. Yereance was for thirty-three years one of the most widely-known fire underwriters of the metropolis. From 1859 to 1867 he was clerk and assistant secretary of the Greenwich Insurance Company; from 1867 to 1871 secretary of the Astor Fire of New York; from 1871 to 1879 secretary and president of the Safeguard Fire of New York; from 1879 to 1887 manager of the New York department and special agent for the United States of the London and Lancashire of Liverpool, and from 1887 to 1892 president of the Alliance Insurance Association of New York, which retired from business in 1892. He then accepted the important offer of the Equitable Life. Mr. Yereance is an elder in the Presbyterian Church and a Sunday-school superintendent, and for some years has been one of the directors of the New York Port Society and American Sabbath Union. He was elected president of the Life Underwriters' Association of New York in 1897. He is also a member of the Lawyers' Club and

Republican Club, was president of the Presbyterian Union, is the secretary and treasurer of the trustees of the Presbytery of New York, is a member of the Republican County Committee of New York, and was for five years a transfer tax appraiser of the state of New York.

YOUNG, JAMES R., insurance commissioner of North Carolina, was born in Granville county, N. C., February 17, 1853. He attended the Hampden-Sidney College in Virginia, and for a time was engaged in the drug business. He was clerk of the Superior Court of Vance county, N. C., for ten years, and has done a general insurance business for twenty-five years, and was general agent for the Netherlands Life Insurance Company. He is a prominent member of the Democratic party, being chairman of the executive committee of the Congressional District and a member of the State committee. When the insurance department of North Carolina was established in 1899 he was elected commissioner by the legislature. He has made a success of the new department, and in 1901 was re-elected unanimously for a term of four years.

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